United States Court of Appeals

for the Second Circuit

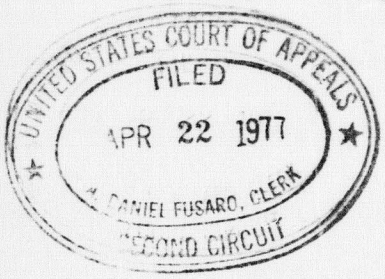
APPELLANT'S APPENDIX

77-7710

76-1778

UNITED STATES COURT OF APPEALS

For the Second Circuit



Docket No. 76-1778

B P/S

PAN AMERICAN SEAFOOD, INC.,

Plaintiff-Appellant,

-against-

UNITED STATES LINES, INC.,

Defendant-Appellee.

On Appeal From the United States District Court
For the Southern District of New York

APPENDIX TO BRIEF OF PLAINTIFF-APPELLANT

KANE, KESSLER, PROUJANSKY, PREISS & PERMUTT, P.C.
Attorneys for Plaintiff-Appellant
680 Fifth Avenue
New York, New York 10019
(212) 541-6222

PAGINATION AS IN ORIGINAL COPY

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UNITED STATES COURT OF APPEALS

For the Second Circuit

Docket No. 76-1778

PAN AMERICAN SEAFOOD, INC.,

Plaintiff-Appellant,

vs.

UNITED STATES LINES, INC.,

Defendant-Appellee.

DOCKET ENTRIES

Date	Proceedings
April 19, 1976	Filed defendant-appellee's Petition for Removal from New York State Supreme Court, New York County, and Removal Bond in the sum of $500.00.
April 20, 1976	Filed defendant-appellee's Notice of Removal.
April 23, 1976	Filed defendant-appellee's Answer.
May 25, 1976	Filed plaintiff-appellant's Notice of Motion and Affidavits for an Order Granting Summary Judgment pursuant to Rule 56(a)(c) together with Statement pursuant to Rule 9(g) and plaintiff-appellant's supporting Memorandum of Law.
June 9, 1976	Filed Stipulation and Order adjourning plaintiff-appellant's Motion for Summary Judgment to June 25, 1976. Carter, J.

Docket Entries

Date	Proceedings
June 24, 1976	Filed defendant-appellee's Affidavit and Memorandum of Law in Opposition to Motion for Summary Judgment.
June 28, 1976	Filed Stipulation and Order adjourning plaintiff-appellant's Motion for Summary Judgment to July 16, 1976. Carter, J.
July 15, 1976	Filed plaintiff-appellant's Reply Memorandum of Law in Support of Motion for Summary Judgment.
Oct. 14, 1976	Filed defendant-appellee's Statement pursuant to Rule 9(g).
Oct. 14, 1976	Filed defendant-appellee's Memorandum of Law in Support of Court's Jurisdiction.
Oct. 14, 1976	Filed plaintiff-appellant's Memorandum of Law concerning Court's subject matter jurisdiction of the Second Cause of Action in the Complaint.
Dec. 1, 1976	Filed Notice of Reassignment to Judge BRODERICK.
Jan. 27, 1977	Filed Memorandum Order granting defendant-appellee's Cross-Motion for Summary Judgment and denying plaintiff-appellant's Motion for Summary Judgment. Broderick, J.
Jan. 28, 1977	Filed Judgment ordering that defendant-appellee have judgment against plaintiff-appellant dismissing the Complaint. R. F. Burghardt, Clerk--docketed January 28, 1977.
Feb. 25, 1977	Filed plaintiff-appellant's Notice of Appeal to the United States Court of Appeals from the Judgment entered on January 28, 1977--Copy mailed on February 25, 1977 to Kirlin, Campbell & Keating, Esqs.

Notice of Motion for Summary Judgment

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAN AMERICAN SEAFOOD, INC.,

Plaintiff,

-against-

UNITED STATES LINES, INC.,

Defendant.

76 CIV. 1778(RLC)

NOTICE OF MOTION

S I R S :

PLEASE TAKE NOTICE that upon the annexed affidavit of RONNIE D. KOENIG, sworn to on the 19th day of May, 1976, the affidavit of MARVIN LUBOFF, ESQ., sworn to on the 20th day of May, 1976, and upon the complaint and answer herein, the undersigned will move this Court on the 11th day of June, 1976, in Room 318, United States Courthouse, Foley Square, New York, New York, at 10 o'clock in the forenoon of that day, or as soon thereafter as counsel may be heard, for an order pursuant to Rule 56(a)(c) of the Federal Rules of Civil Procedure for an order granting plaintiff summary judgment in the sum of Eleven Thousand Seven Hundred Ninety-Nine and 68/100 ($11,799.68) Dollars with interest from January 27, 1976, and in the sum of One Hundred Ninety-Five and 44/100 ($195.44) Dollars with

interest from October 10, 1975, or, in the alternative, if there is a genuine issue as to the amount of damages, for an order granting summary judgment on the issue of liability and directing an assessment of the amount of damages, and for the entry of judgment forthwith of the amount so assessed against the defendant in favor of plaintiff, and for such other and further relief as may be just and proper.

Dated: New York, New York
May 24, 1976.

KANE, KESSLER, PROUJANSKY,
PREISS & PERMUTT, P.C.

By _____
A Member of the Firm

Attorneys for Plaintiff
Office & P.O. Address
680 Fifth Avenue
New York, New York 10019
Telephone: (212) 541-6222

TO:

KIRLIN, CAMPBELL & KEATING
Attorneys for Defendant
120 Broadway
New York, New York 10005

Plaintiff-Appellant's Statement Pursuant to Rule 9(g)

PLAINTIFF'S STATEMENT PURSUANT TO RULE 9(g)
OF THE GENERAL RULES FOR THE
UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Plaintiff, the moving party, contends that there is no genuine issue to be tried as to the material facts complained of: namely that at the times and places set forth in the complaint there was delivered to defendant 773 cartons of frozen shrimp and 34 cartons of frozen lobster tails for carriage by sea by defendant which acknowledged receipt of said cartons and delivered eight negotiable bills of lading therefor. Each purported to be a clean receipt for the goods in apparent good order and condition with no exception thereto noted thereon. The aforesaid shipment was delivered short to plaintiff. The missing cartons consisted of 41 cartons of shrimp short off pier, 27 cartons of lobster tails short off pier and one carton slack off pier. Due notice of the aforesaid shortage was given to defendant which has refused to pay to plaintiff the damages of a value of Eleven Thousand Seven Hundred Ninety-Nine and 68/100 ($11,799.68).

There was delivered to defendant 816 cartons of shrimp and 50 cartons of lobster for carriage by sea by defendant which acknowledged receipt of said cartons and delivered nine negotiable bills of lading therefor. Each purported to be a clean receipt for the goods in apparent good order and condition with no exception thereto noted thereon. The aforesaid shipment was delivered short to plaintiff. The missing cartons consisted of one carton short off pier and one carton slack off pier. Due notice of the aforesaid shortage was given to defendant which has refused to pay to plaintiff the damages of a value of One Hundred Ninety-Five and 44/100 ($195.44) Dollars.

Affidavit of Ronnie D. Koenig, sworn to on May 19, 1976

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAN AMERICAN SEAFOOD, INC.,
Plaintiff,
-against-
UNITED STATES LINES, INC.,
Defendant.

76 CIV. 1776(RLC)

AFFIDAVIT

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

RONNIE D. KOENIG, being duly sworn, deposes and says:

1. I am a Vice President of the plaintiff corporation PAN AMERICAN SEAFOOD, INC. I am personally familiar with the facts set forth below and I make this affidavit in support of plaintiff's motion for summary judgment.

2. This is an action for damages arising under the Carriage of Goods By Sea Act of the United States, and for negligence for the loss of certain goods plaintiff shipped from Panama in the Canal Zone to New York via defendant carrier. The action was commenced in the Supreme

Court of the State of New York, County of New York, by the personal service of a Summons and Complaint on or about March 29, 1976. On or about April 19, 1976, defendant petitioned this Court for removal of the action from the Supreme Court to this Court. On or about April 23, 1976, defendant served an answer. Annexed hereto as Exhibits A and B respectively are copies of the Complaint and Answer.

3. There are two shipments for which losses are claimed. One of the shipments for which a loss is claimed commenced on or about January 2, 1976, when UNITED STATES LINES received in the Republic of Panama for carriage via sea for the vessel "AMERICAN ASTRONAUT", Voyage 52, from Balboa in the Canal Zone to New York, certain goods and merchandise consisting of Seven Hundred and Seventy-Three (773) cartons of frozen shrimp and Thirty-Four (34) cartons of frozen lobster tails. Annexed hereto as Exhibits C through J inclusive are photocopies of eight (8) bills of lading, the originals of which are in the possession of plaintiff.

4. Each of these bills of lading was issued by the defendant. They severally certify that certain goods consisting in the aggregate of Seven Hundred and Seventy-Three (773) cartons of frozen shrimp and Thirty-Four (34)

cartons of frozen lobster tails were received by defendant and placed on board the vessel "AMERICAN ASTRONAUT" at Balboa, Canal Zone, on January 2, 1976.

5. The bills of lading (Exhibits C through J inclusive) reveal that the cartons were stuffed into Container No. USLU 4303073. Annexed hereto as Exhibit K is a copy of a receipt signed by one SAMUEL E. TAYLOR on behalf of defendant acknowledging that all of the aforesaid cartons were received by defendant in Panama. Annexed hereto as Exhibits L through S respectively are copies of eight (8) documents, also signed by SAMUEL E. TAYLOR on behalf of defendant, confirming receipt of all the cartons as they were loaded.

6. As appears from the signature and date affixed by the defendant carrier at the bottom of the bills of lading, each was issued on January 2, 1976. In accordance with the terms and conditions of the bills of lading printed on the reverse side of each said document, each bill of lading was to have the effect and be subject to the provisions of the Carriage of Goods by Sea Act of the United States, 1936 ("COGSA"). Each bill of lading was a clean, on-board bill of lading acknowledging receipt of the goods referred to therein, in apparent good order and

condition, and none of said bills of lading had any indication noted thereon to the contrary.

7. The aforesaid bills of lading were consigned to the order of plaintiff who therefore became entitled to delivery of the aforesaid Seven Hundred and Seventy-Three (773) cartons of frozen shrimp and Thirty-Four (34) cartons of frozen lobster tails referred to in the aforesaid bills of lading. Plaintiff was the owner of and entitled to receive delivery of the said goods upon the arrival of the vessel "AMERICAN ASTRONAUT" and upon the discharge of its cargo.

8. The aforesaid sealed shipment was delivered to PAN AMERICAN on January 14, 1976 by delivery to MERCHANT'S REFRIGERATING CO. at 99 Tenth Avenue, New York, New York, seal intact, for cold storage for the account of the plaintiff. The shipment was delivered short. The missing cartons consisted of Forty-One (41) cartons of shrimp short off pier, Twenty-Seven (27) cartons of lobster tails short off pier and One (1) carton of lobster tails slack off pier. Annexed hereto as Exhibit T is a copy of the MERCHANT'S REFRIGERATING CO. receiving report of January 14, 1976, the day of receipt, reflecting the receipt of the aforesaid short shipment as indicated, and that the container was received with seals intact.

BEST COPY AVAILABLE

Affidavit of Ronnie D. Koenig, sworn to on May 19, 1976

9. On January 16, 1976, two (2) days after the aforesaid delivery, I wrote to the Claims Department of defendant corporation complaining of the aforesaid short shipment. Annexed hereto as Exhibit U is a copy of my January 16, 1976 complaint letter.

10. I am fully familiar with the insured FOB value of the shrimp and lobster tails. On January 14, 1976, the said value of the Forty-One (41) cartons of shrimp delivered short off pier would have been Six Thousand Three Hundred Forty and 46/100 ($6,340.46) Dollars; the said value of the Twenty-Seven (27) cartons of lobster tails delivered short off pier would have been Five Thousand Three Hundred Thirteen and 46/100 ($5,313.46) Dollars; and the said value of the One (1) carton of lobster tails delivered slack off pier would have been One Hundred Forty-Five and 76/100 ($145.76) Dollars, totalling the sum of Eleven Thousand Seven Hundred Ninety-Nine and 68/100 ($11,799.68) Dollars. Accordingly, plaintiff has sustained damages in the sum of Eleven Thousand Seven Hundred and Ninety-Nine and 68/100 ($11,799.68) Dollars for which it requests judgment.

11. Defendant, in its answer, has admitted that it issued the eight (8) negotiable bills of lading in accordance with the carriage of the aforementioned goods.

Exhibits L through S, inclusive, unequivocally establish that defendant supervised the loading of those goods and unequivocally establish that defendant acknowledged the receipt of each and every carton claimed by the plaintiff to have been shipped from Panama to New York on the "AMERICAN ASTRONAUT". Furthermore, each of the bills of lading (Exhibits C through J inclusive) is clean and without remarks indicating any departure from good condition and order. Exhibit T, the Refrigerating Co.'s report, reveals the shortage upon delivery. Exhibit U confirms that due notice was given to plaintiff within two (2) days after delivery. It therefore appears that defendant failed to fulfill its responsibility for the safe carriage of the aforesaid goods. I therefore verily believe that there is no defense to the cause of action for the aforesaid goods and that the answer of the defendant has no merit.

12. The other shipment for which a loss is claimed commenced on or about September 28, 1975, when UNITED STATES LINES received in the Republic of Panama for carriage via sea for the vessel "AMERICAN LYNX", Voyage 56, from Balboa in the Canal Zone to New York certain goods and merchandise consisting of Eight Hundred Sixteen (816) cartons of shrimp and Fifty (50) cartons of lobster. The complaint, at paragraph 14, alleges "865 cartons of shrimp and lobster"

and should read Eight Hundred Sixteen (816) cartons of shrimp and Fifty (50) cartons of lobster. Annexed hereto as Exhibits 1 through 9 inclusive are photocopies of nine (9) bills of lading, the originals of which are in the possession of plaintiff.

13. Each of these bills of lading was issued by the defendant. They severally certify that certain goods, consisting in the aggregate of Eight Hundred Sixteen (816) cartons of shrimp and Fifty (50) cartons of lobster, were received by defendant and placed on board the vessel "AMERICAN LYNX" at Balboa, Canal Zone, on September 28, 1975.

14. The bills of lading (Exhibits 1 through 9 inclusive) reveal that the cartons were stuffed into Container No. USLU-4307762. Annexed hereto as Exhibit 10 is a copy of a receipt signed by one "Emanuel Scott" on behalf of defendant acknowledging that all of the aforesaid cartons were received by defendant in Panama. Annexed hereto as Exhibits 11 through 19 respectively are copies of nine (9) documents also signed by Emanuel Scott on behalf of defendant confirming receipt of all the cartons as they were loaded.

15. As appears from the signature and date affixed by the defendant carrier at the bottom of the bills of

lading, each was issued on September 28, 1975. In accordance with the terms and conditions of the bills of lading printed on the reverse side of each said document, each bill of lading was to have the effect and be subject to the provisions of the Carriage of Goods by Sea Act of the United States, 1936 ("COGSA"). Each bill of lading was a clean, on-board bill of lading acknowledging receipt of the goods referred to therein, in apparent good order and condition, and none of said bills of lading had any indication noted thereon to the contrary.

16. The aforesaid bills of lading were consigned to plaintiff who therefore became entitled to delivery of the aforesaid Eight Hundred Sixteen (816) cartons of shrimp and Fifty (50) cartons of lobster. Plaintiff was the owner of and entitled to receive delivery of the said goods upon the arrival of the vessel "AMERICAN LYNX" and upon the discharge of its cargo.

17. The aforesaid sealed shipment was delivered to PAN AMERICAN on October 8, 1975 by delivery to MERCHANT'S REFRIGERATING CO. at 99 Tenth Avenue, New York, New York, seal intact, for cold storage and for the account of the plaintiff. The complaint, at paragraph 18, alleges October 3, 1975 as the delivery date. October 3, 1975 is not the delivery date; it is the arrival date. The shipment was delivered short.

Affidavit of Ronnie D. Koenig, sworn to on May 19, 1976

The missing cartons consisted of One (1) carton of shrimp short off pier and One (1) carton of lobsters slack off pier. Annexed hereto as Exhibit 20 is a copy of the MERCHANT'S REFRIGERATING CO. receiving report of October 8, 1975, the day of receipt, reflecting that the container was received with seals intact and that the shipment was short.

18. On October 30, 1975, I wrote to the Claims Department of defendant corporation complaining of the aforesaid short shipment. Annexed hereto as Exhibit 21 is a copy of plaintiff's October 30, 1975 freight claim made to defendant for the aforesaid loss.

19. I am fully familiar with the insured FOB values of shrimp and lobsters. On October 10, 1975 the said value of One (1) carton of shrimp delivered short off pier would have been One Hundred Seventy-Seven and 67/100 ($177.67) Dollars; the said value of One (1) carton of lobsters slack off pier would have been Seventeen and 77/100 ($17.77) Dollars; totalling the sum of One Hundred Ninety-Five and 44/100 ($195.44) Dollars. Accordingly, plaintiff has sustained damages in the sum of One Hundred Ninety-Five and 44/100 ($195.44) Dollars for which it requests judgment.

20. Defendant, in its answer, has admitted that it issued the Nine (9) negotiable bills of lading in

accordance with the carriage of the aforementioned goods. Exhibits 10 through 19 inclusive, unequivocally establish that defendant supervised the loading of those goods and unequivocally establish that defendant acknowledged the receipt of each and every carton claimed by plaintiff to have been shipped from Panama to New York on the "AMERICAN LYNX". Furthermore, each of the bills of lading (Exhibits 1 through 9 inclusive) is clean and without remarks indicating any departure from good condition and order. Exhibit 20, the Refrigerating Co.'s report, reveals the shortage upon delivery. Exhibit 21 reveals that written notice was given to defendant on October 30, 1975, less than two weeks after the delivery October 8, 1975. This claim, coupled with the Refrigerating Co.'s report of loss made immediately upon delivery and receipt of defendant's sealed container (Exhibit 20), overwhelmingly rebuts any presumption that defendant delivered all of the goods. I therefore verily believe that there is no defense to the cause of action for the aforesaid goods and that the answer of the defendant has no merit.

WHEREFORE, it is respectfully requested that the motion be granted in its entirety and that summary judgment

Affidavit of Ronnie D. Koenig, sworn to on May 19, 1976

be granted in favor of plaintiff and against the defendant in the sum of Eleven Thousand Seven Hundred Ninety-Nine and 68/100 ($11,799.68) Dollars with interest from January 27, 1976, and in the sum of One Hundred and Ninety-Five and 44/100 ($195.44) Dollars with interest from October 10, 1975, or, in the alternative if an issue is raised as to the amount of damages that the matter be set down for an assessment of damages and that judgment be entered in favor of the plaintiff and against the defendant for the amount to be found due in said assessment.

RONNIE D. KOENIG

Sworn to before me, this
19th day of May, 1976.

MARVIN LUBOFF
Notary Public, State of New York
No. 31-7612715
Qualified in New York County
Certificate Filed in New York County
Commission Expires March 30, 19 78

Complaint

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

PAN AMERICAN SEAFOOD, INC.,

Plaintiff,

-against-

UNITED STATES LINES, INC.,

Defendant.

Index No.

COMPLAINT

Plaintiff, by its attorneys KANE, KESSLER, PROUJANSKY, PREISS & PERMUTT, P.C., for its complaint alleges:

AS AND FOR A
FIRST CAUSE OF ACTION

1. At all times hereinafter mentioned, plaintiff PAN AMERICAN SEAFOOD, INC. ("Pan American") was and still is a corporation organized and existing under and by virtue of the laws of the State of New York, and was and still is in the business of importing, among other things, to the United States shrimp and lobster tails to be sold and delivered to Pan American customers.

2. Upon information and belief and at all times hereinafter mentioned, defendant UNITED STATES LINES, INC.

("United States Lines") was and still is a corporation organized and existing under and by virtue of the laws of the State of New York, maintained and maintains offices for doing business at One Broadway, New York, New York, and at all times hereinafter mentioned was and still is a carrier of goods by sea in foreign trade to ports in the United States and the owner and/or charterer of the vessels "AMERICAN ASTRONAUT" and "AMERICAN LYNX".

3. Upon information and belief, on or about January 2, 1976, United States Lines received from a shipper in the Republic of Panama for carriage via sea for the vessel "AMERICAN ASTRONAUT", Voyage 52, from Balboa in the Canal Zone to New York certain goods and merchandise consisting of Seven Hundred and Seventy-Three (773) cartons of frozen shrimp and Thirty-Four (34) cartons of frozen lobster tails.

4. United States Lines supervised the stuffing of the aforesaid cartons into Container No. USLU 4303073 and confirmed that all of the aforesaid cartons were fully stuffed into said container.

5. Upon information and belief, in connection with the carriage of the aforementioned goods, United States Lines issued and delivered eight (8) negotiable bills of

lading therefor to the order of the Marine Midland Bank, New York, New York. Each of said bills of lading purported to be a clean receipt for the goods in apparent good order and condition with no exception thereto noted thereon.

6. At or prior to delivery of the goods in or about the port of discharge or destination, the consignee, Marine Midland Bank, duly endorsed and transferred to Pan American the aforementioned bills of lading and assigned to Pan American its right to require delivery of the goods and Pan American is the present owner and holder of the said bills of lading and is the present owner of said goods.

7. On or about January 14, 1976, the aforesaid shipment was delivered short to Pan American. The missing cartons consisted of forty-one (41) cartons of shrimp short off pier, twenty-seven (27) cartons of lobster tails short off pier and one (1) carton of lobster tails slack off pier.

8. Due notice of the aforesaid shortage was given to United States Lines promptly after the shortage was discovered and confirmation of what was received by Pan American's refrigerated warehouse was noted upon its receipt for the goods.

9. By reason of the foregoing Pan American has been damaged in the sum of Eleven Thousand Seven Hundred

and Ninety-Nine and 68/100 ($11,799.68) Dollars.

AS AND FOR A
SECOND CAUSE OF ACTION

10. Pan American repeats and realleges each and every allegation contained in paragraphs 1 through 8 above as if more fully set forth herein at length.

11. Upon information and belief, while the aforesaid cartons of shrimp and lobster were in United States Lines' care and custody, it negligently and without any fault or neglect on the part of Pan American or its assignor contributing thereto, failed to exercise due diligence to properly and carefully handle, carry, keep, care for, safeguard and discharge the aforementioned goods so carried and United States Lines negligently and carelessly caused or permitted the aforesaid shipment to be delivered to Pan American with some of the cartons United States Lines knew were stuffed into the aforesaid container to be missing.

12. By reason of the foregoing, Pan American has been damaged in the sum of Eleven Thousand Seven Hundred and Ninety-Nine and 68/100 ($11,799.68) Dollars.

Complaint

AS AND FOR A
THIRD CAUSE OF ACTION

13. Pan American repeats and realleges each and every allegation contained in paragraphs 1 and 2 above as if more fully set forth herein at length.

14. Upon information and belief, on or about September 28, 1975, United States Lines received from a shipper in the Republic of Panama for carriage via sea for the vessel "AMERICAN LYNX", Voyage 56, from Balboa in the Canal Zone to New York certain goods and merchandise consisting of Eight Hundred and Sixty-Five (865) cartons of shrimp and 50 cartons of lobster.

15. United States Lines supervised the stuffing of the aforesaid cartons into Container No. USLU 437762 and confirmed that all of the aforesaid cartons were fully stuffed into said container.

16. Upon information and belief, in connection with the carriage of the aforementioned goods, United States Lines issued and delivered nine (9) negotiable bills of lading therefor to the order of the Marine Midland Bank, New York, New York. Each of said bills of lading purported to be a clean receipt for the goods in apparent good order and condition with no exception thereto noted thereon.

Complaint

17. At or prior to delivery of the goods in or about the port of discharge or destination, the consignee, Marine Midland Bank, duly endorsed and transferred to Pan American the aforementioned bills of lading and assigned to Pan American its right to require delivery of the goods and Pan American is the present owner and holder of the said bills of lading and is the present owner of said goods.

18. On or about October 3, 1975, the aforesaid shipment was delivered short to Pan American. The missing cartons consisted of one (1) carton short off pier and one (1) carton slack off pier.

19. Due notice of the aforesaid shortage was given to United States Lines promptly after the shortage was discovered and confirmation of what was received by Pan American's refrigerated warehouse was noted on its receipt for the goods.

20. By reason of the foregoing Pan American has been damaged in the sum of One Hundred and Ninety-Five and 44/100 ($195.44) Dollars.

AS AND FOR A
FOURTH CAUSE OF ACTION

21. Pan American repeats and realleges each and every allegation contained in paragraphs 13 through 19

above as if more fully set forth herein at length.

22. Upon information and belief, while the aforesaid cartons of shrimp and lobster were in United States Lines' care and custody, it negligently and without any fault or neglect on the part of Pan American or its assignor contributing thereto, failed to exercise due diligence to properly and carefully handle, carry, keep, care for, safeguard and discharge the aforementioned goods so carried and United States Lines negligently and carelessly caused or permitted the aforesaid shipment to be delivered to Pan American with some of the cartons United States Lines knew were stuffed into the aforesaid container to be missing.

23. By reason of the foregoing, Pan American has been damaged in the sum of One Hundred and Ninety-Five and 44/100 ($195.44) Dollars.

WHEREFORE, plaintiff demands judgment against the defendant in the sum of Eleven Thousand Seven Hundred and Ninety-Nine and 68/100 ($11,799.68) Dollars on the first or second causes of action with interest from January 27, 1976, and in the sum of One Hundred and Ninety-Five and 44/100

($195.44) Dollars on the third or fourth causes of action with interest from October 10, 1975, together with the costs and disbursements of this action.

KANE, KESSLER, PROUJANSKY,
PREISS & PERMUTT, P.C.
Attorneys for Plaintiff
Office & P.O. Address
680 Fifth Avenue
New York, New York 10019
Telephone: (212) 541-6222

Answer

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

- X

PAN AMERICAN SEAFOOD, INC.,

Plaintiff,

-against-

UNITED STATES LINES, INC.,

Defendant.

ANSWER

76 Civ.1776

- X

Defendant United States Lines, Inc., by its attorneys, Kirlin, Campbell & Keating, answering the plaintiff's complaint alleges on information and belief as follows:

ANSWERS TO ALLEGED FIRST CAUSE OF ACTION

FIRST: It denies that it has any knowledge or information sufficient to form a belief as to the allegations contained in paragraph one(1) of the complaint.

SECOND: It admits the allegations contained in paragraph two(2) of the complaint except that it is a foreign corporation.

THIRD: It admits that on or about January 2, 1976, there was delivered to this defendant at Balboa one(1) container said to contain seven hundred and seventy-three (773) cartons of frozen shrimp and thirty-four (34) cartons of frozen lobster tails for transportation aboard the S.S. AMERICAN ASTRONAUT, Voy. 52, to New York pursuant to the terms and conditions of certain bills of lading issued by defendant pertaining to said cargo and in consideration of certain freight thereupon paid or agreed to be paid.

It denies the other allegations contained in paragraph three(3) of the complaint.

Answer

FOURTH: It denies the allegations contained in paragraph four(4) of the complaint.

FIFTH: It admits that it issued eight (8) negotiable bills of lading for the cargo in question which was loaded by the shipper into a container said to contain the total quantity of the foods in question and the container was delivered to and received by the defendant.

It admits that there were no exceptions noted on the bills of lading that were issued.

It denies the other allegations contained in paragraph five(5) of the complaint.

SIXTH: It denies that it has any knowledge or information sufficient to form a belief as to the allegations contained in paragraph six(6) of the complaint.

SEVENTH: It admits that the container in which the cargo in question was loaded and delivered to the plaintiff or its agents on or about January 14, 1976 pursuant to the terms and conditions of the aforesaid bills of lading.

It denies the other allegations contained in paragraph seven(7) of the complaint.

EIGHTH: It denies the allegations contained in paragraph eight(8) of the complaint.

NINTH: It denies the allegations contained in paragraph nine(9) of the complaint.

ANSWER TO ALLEGED SECOND CAUSE OF ACTION

TENTH: Defendant United States Lines, Inc., repeats and realleges each and every answer contained in paragraphs FIRST through NINTH above as it more fully set forth herein at length.

Answer

ELEVENTH: It denies the allegations contained in paragraph eleven(11) of the complaint.

TWELFTH: It denies the allegations contained in paragraph twelve(12) of the complaint.

ANSWERS TO ALLEGED THIRD CAUSE OF ACTION

THIRTEENTH: United States Lines, Inc. repeats and realleges each and every answer contained in paragraphs FIRST and SECOND above as it more fully set forth herein at length.

FOURTEENTH: It admits that on or about September 28, 1975 it received at Balboa one container said to contain eight hundred and sixty-five (865) cartons of shrimp and lobster tails for transportation to New York pursuant to the terms and conditions of certain bills of lading issued and in consideration of freight charges thereupon paid or agreed to be paid.

It denies the other allegations contained in paragraph fourteen(14) of the complaint.

FIFTEENTH: It denies the allegations contained in paragraph fifteen(15) of the complaint.

SIXTEENTH: It admits that certain bills of lading were issued and that no exceptions were noted thereon.

It denies the other allegations contained in paragraph sixteen(16) of the complaint.

SEVENTEENTH: It denies that it has any knowledge or information sufficient to form a belief as to the allegations contained in paragraph seventeen(17) of the complaint.

Answer

EIGHTEENTH: It denies the allegations contained in paragraph eighteen(18) of the complaint.

NINTEENTH: It denies the allegations contained in paragraph nineteen(19) of the complaint.

TWENTIETH: It denies the allegations contained in paragraph twenty(20) of the complaint.

ANSWERS TO ALLEGED FOURTH CAUSE OF ACTION

TWENTY-FIRST: United States Lines, Inc, repeats and realleges each and every answer contained in paragraph THIRTEENTH through TWENTIETH above as it more fully set forth herein at length.

TWENTY-SECOND: It denies the allegations contained in paragraph twenty-two(22) of the complaint.

TWENTY-THIRD: It denies the allegations contained in paragraph twenty-three(23) of the complaint.

FIRST DEFENSE

TWENTY-FOURTH: The complaint fails to state a claim on which relief can be granted.

SECOND DEFENSE

TWENTY-FIFTH: Any loss or damage to the goods, as alleged in the complaint, thay may have occurred while they were in the possession or custody of the defendant or on board the said vessel arose or resulted from the condition of the goods when delivered to the defendant, or from wastage in bulk or weight or from inherent defect, quality or vice of the goods, or insufficient packing, insufficient or inadequacy of marks, latent defects not discoverable by due diligence, or by act or

omission of the shippers or owners of the goods, their agents or representatives, and the defendant is not under any liability for any such loss or damage.

THIRD DEFENSE

TWENTY-SIXTH: (1) Due diligence was used to make the vessel seaworthy and to secure that it was properly manned, equipped and supplied, and to make the holds and other parts of the ship in which the goods were carried safe and fit for their receipt, carriage and preservation in accordance with the provisions of the United States Carriage of Goods by Sea Act, 1936.

(2) Accordingly, if the goods sustained any loss or damage while they were on board the vessel, due to any unseaworthiness of the vessel, which is denied, defendant is not under liability therefore.

FOURTH DEFENSE

TWENTY-SEVENTH: If any loss or damage to the goods as alleged in the complaint occurred while they were in the possession or custody of the defendant, or on board the said vessel, which is denied, and if it be held that such loss or damage was due to an act of God, perils, dangers or accidents of the sea or other navigable waters, or latent defect not discoverable by due diligence, the defendant is not under any liability for any such loss or damage.

FIFTH DEFENSE

TWENTY-EIGHTH: If any loss or damage to the goods, as alleged in the complaint, occurred while they were on board the said vessel, which is denied, and if it be held that the loss or damage arose or resulted from the act, neglect or default of the Master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the vessel, the

defendant is not under any liability for any such loss or damage.

SIXTH DEFENSE

TWENTY-NINTH: Any loss or damage to the goods, as alleged in the complaint, which may have occurred while they were in the defendant's possession or custody or on board the said vessel, arose without the defendant's actual fault or privity and without the fault or neglect of its agents or servants or anyone for whom it was responsible except insofar as such loss or damage resulted from negligence or errors in the navigation or management of the vessel, and the defendant is not under any liability for any such loss.

SEVENTH DEFENSE

THIRTIETH: The goods were received, loaded and carried pursuant to the terms and conditions of a certain aforesaid bill of lading, which was issued to and accepted by the shipper and which constituted the contract of carriage and which will be produced at trial. If it be proved at the trial that the alleged loss or damage arose or resulted from a cause for which the defendant is not liable under any of the provisions of the aforementioned bill of lading and/or the United States Carriage of Goods by Sea Act, 1936, the defendant will claim the benefit thereof and be relieved of any liability with respect to plaintiff's claim. The defendant reserves the right to amend this Answer, if need be, as facts may develop or may be proved.

EIGHTH DEFENSE

THIRTY-ONE: If plaintiff should be entitled to any recovery, which is denied, such recovery must be computed in accordance with the terms of the bill of lading and/or

provisions of the United States Carriage of Goods by Sea Act, 1936, and can in no event exceed $500 per package or per customary freight unit.

WHEREFORE, the defendant prays that the complaint be dismissed and that it have such other, further and different relief as this Court may deem just and proper.

Dated: New York, New York

April 23, 1976

KIRLIN, CAMPBELL & KEATING

By: _____
A Member of the Firm
Attorneys for Defendant
Office & P.O. Address
120 Broadway
New York, New York 10005
(212) 732-5520

TO:

KANE, KESSLER, PROUJANSKY, PREISS
&PERMUTT, P.C.
Attorneys for Plantiff
Office & P. O. Address
680 Fifth Avenue
New York, New York 10019

Bills of Lading re SS "AMERICAN ASTRONAUT"
Voyage 52 (8)

(PHOTOSTAT)

(See following)

United States Lines, Inc.

33a

SHIPPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5328 PANAMA R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. Exhibit C SHIPPERS REF. NO.
CONSIGNEE (IF "TO ORDER" SO INDICATE) ORDER OF PAN AMERICAN SEAFOODS INC.	FORWARDING AGENT – FMC. NO. POINT AND COUNTRY OF ORIGIN
NOTIFY PARTY F. E. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007 U.S.A.	DOMESTIC ROUTING/EXPORT INSTRUCTIONS BEST COPY AVAILABLE
OTHER	
EXPORTING CARRIER (Vessel): AMERICAN ASTRONAUT V/52 PORT OF LOADING: BALBOA C.Z. PORT OF DISCHARGE: NEW YORK FOR TRANSSHIPMENT TO: NEW YORK	ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO.USLU.4303073 SEAL. 05986.06062 .56806.		
LOT G TEBOGA BRAND	52	CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	2964	
	52	CARTONS FROZEN SHRIMP SAID TO BE PEELED	2756	
	104		5720	208

COPY NON-NEGOTIABLE
COLLECT

(Clause 23 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the Hague/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

5720# AT $104./2000#	$	297.44
	$	
BUNKER SCHG.$10./2000#	$	28.60
	$	
P.L.CO.HLDG.$7./2000#	$	20.02
	$	
	$	
	$	–
TOTAL	$	348.06

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO.BALBOA C.Z.

466187

B/L No. 096-4308

FOR THE MASTER

1 2 7

MO. DAY YEAR

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

FORM #OD-5 REV. 2/73

United States Lines, Inc.

34a

PPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5328 PANAMA 5. R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO. Exhibit D
NSIGNEE (IF "TO ORDER" SO INDICATE) ORDER OF PAN AMERICAN SEAFOODS INC.	FORWARDING AGENT – FMC. NO. POINT AND COUNTRY OF ORIGIN
TIFY PARTY F. L. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007 U.S.A.	DOMESTIC ROUTING/EXPORT INSTRUCTIONS
ER	
PORTING CARRIER (Vessel) AMERICAN ASTRONAUT V/52 — PORT OF LOADING BALBOA C.Z.	ONWARD INLAND ROUTING
RT OF DISCHARGE NEW YORK — FOR TRANSSHIPMENT TO NEW YORK	

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO.4303073 SEAL.05986,06052,56808		
LOT F TABOGA BRAND	[illegible]	CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	6327	22

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

REIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

6327# AT $104//2000#	$	329.00
	$	
UNKER SCHG.$10./2000/	$	31.64
	$	
P.C.CO.HLLG.$7./2000	$	22.14
	$	
	$	
	$	
TOTAL	$	382.78

RECEIVED the goods or the containers, vans, trailers, pallet ized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO.BALBOA C.Z.

FOR THE MASTER

466186

B/L No. 096-4307

1 2 16

LEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. DAY YEAR

FORM #OD-5 REV. 2/73

United States Lines, Inc.

35a

SHIPPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5328 PANAMA 5, PANAMA R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO
CONSIGNEE (IF "TO ORDER" SO INDICATE) ORDER OF PAN AMERICAN SEAFOODS INC.	FORWARDING AGENT – FMC. NO. Exhibit E POINT AND COUNTRY OF ORIGIN
NOTIFY PARTY F. L. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007 U.S.A.	DOMESTIC ROUTING/EXPORT INSTRUCTIONS
PIER	
EXPORTING CARRIER (Vessel): AMERICAN ASTRONAUT V/52 PORT OF LOADING: BALBOA C.Z. PORT OF DISCHARGE: NEW YORK FOR TRANSSHIPMENT TO: NEW YORK	ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO. USLU. 4303073 SEAL. 05996.06032.56806		
LOT 1 TABOGA BRAND	84	CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	4788	
	18	CARTONS FROZEN SHRIMP SAID TO BE PEELED	848	
	102		5636	

COPY NON-NEGOTIABLE
COLLECT

(Clause 26 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the Hons/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

5656 AT $104./2000#	$	293.07
	$	
BUNKER SCHD. $10./2000#	$	28.[illegible]
	$	
F.L.CO. HDLG. $7./2000#	$	19.72
	$	
	$	
	$	
TOTAL	$	340.9[illegible]

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,
THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

466185

B/L No. 096-~~4[illegible]~~ 4306

FOR THE MASTER

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

1 2 76

MO. DAY YEAR

FORM #OD-5 REV. 2/73

United States Lines, Inc.

36a

SHIPPER/EXPORTER

EMPACADORA NACIONAL S.A.
APARTADO 5328.
PANAMA 5, PANAMA R.P.

DOCUMENT NO.

EXPORT REFERENCES

FORWARDERS REF. NO.

SHIPPERS REF. NO.

CONSIGNEE (IF "TO ORDER" SO INDICATE)

ORDER OF PAN AMERICAN SEAFOODS INC.

FORWARDING AGENT — FMC. NO.

Exhibit F

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY

F. W. KRAEMER AND CO.
53 PARK PLACE
NEW YORK, N.Y. 10007 U.S.A.

DOMESTIC ROUTING / EXPORT INSTRUCTIONS

PIER

EXPORTING CARRIER (Vessel)	PORT OF LOADING	ONWARD INLAND ROUTING
AMERICAN ASTRONAUT V/52	BALBOA C.Z.	
PORT OF DISCHARGE	FOR TRANSSHIPMENT TO	
NEW YORK	NEW YORK	

OUTWARD SHORT FORM BILL OF LADING — PARTICULARS FURNISHED BY SHIPPER — NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO. 4303073 SEAL. 05986. 06062. 56806		
HOT TABOGA BRAND	100	CARTONS FROZEN SHRIMP SAID TO BE PEELED	5300	201.0

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

5300# AT $104./2000#	$	275.60
	$	
BUNKER SCHG. $10./2000#	$	26.50
	$	
FOL. CO. HLDG. $7./2000#	$	18.55
	$	
	$	
	$	
TOTAL	$	320.65

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF, THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

FOR THE MASTER

466186

B/L No. 096-4309

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

1 2 76
MO. DAY YEAR

FORM MOD-5 REV. 2/73

United States Lines, Inc.

37a

SHIPPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5320, PANAMA R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO
CONSIGNEE (IF "TO ORDER" SO INDICATE) ORDER OF PAN AMERICAN SEAFOODS INC.	FORWARDING AGENT – FMC. NO. POINT AND COUNTRY OF ORIGIN Exhibit
NOTIFY PARTY F. L. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007, U.S.A.	DOMESTIC ROUTING/EXPORT INSTRUCTIONS COPY NON-NEGOTIABLE COLLECT
PIER	
EXPORTING CARRIER (Vessel): AMERICAN ASTRONAUT V/52 PORT OF LOADING: BALBOA C.Z. PORT OF DISCHARGE: NEW YORK FOR TRANSSHIPMENT TO: NEW YORK	OUTWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO.USCU.4303073 SEAL.05986.06062.56806.		
LOT D TABOGA BRAND	107	CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	5757	

(Clause 20 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the Hark/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

5757 AT $106./2000#	$	29[illegible]
	$	
BUNKER SCHG.$10./2000#	$	28.[illegible]
	$	
P.O.CO.HDLG.$7./2000#	$	20.[illegible]
	$	
	$	
	$	
TOTAL	$	348.29

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO.BALBOA C.Z.

.468184

B/L No. 096-[illegible] 4305

FOR THE MASTER

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

1 2 76

MO. DAY YEAR

FORM #OD-5 REV. 2/73

United States Lines, Inc.

38

SHIPPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5328 PANAMA 5, R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO
CONSIGNEE (IF "TO ORDER" SO INDICATE) ORDER OF PAN AMERICAN SEAFOODS INC.	FORWARDING AGENT – FMC. NO. POINT AND COUNTRY OF ORIGIN
NOTIFY PARTY F. L. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007 U.S.A.	DOMESTIC ROUTING/EXPORT INSTRUCTIONS Exhibit
PIER	
EXPORTING CARRIER (Vessel): AMERICAN ASTRO NAUTRV/52 PORT OF LOADING: BALBOA C.Z. PORT OF DISCHARGE: NEW YORK FOR TRANSSHIPMENT TO: NEW YORK	ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMEN
		CONTAINER NO.USLU.4303073 SEAL.05986.06062.56806.		
LOT C TABOGA BRAND	153	CARTONS FROZEN SHRIMP SAID TO BE UNPELLED	8721	

COPY NON-NEGOTIABLE
COLLECT

(Clause 22 of the United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the Hack/Antwerp Rules 1924)

FREIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

8721 AT $104./2000#	$	453.49
	$	
BUNKER SCHG.$10./2000	$	43.61
	$	
P.C.CO.HDLG.$7./2000	$	30.52
	$	
	$	
	$	
TOTAL	$	527.62

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO.BALBOA C.Z.

466183

B/L No. 096-4302 4304

FOR THE MASTER

1 2

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

FORM #OD-5 REV. 2/73

MO. DAY YEAR

United States Lines, Inc.

39a

PPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5928 PANAMA 5 R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO.
NSIGNEE (IF "TO ORDER" SO INDICATE) ORDER OF PAN AMERICAN SEAFOODS INC.	FORWARDING AGENT – FMC. NO. POINT AND COUNTRY OF ORIGIN
TIFY PARTY F. L. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007 USA	DOMESTIC ROUTING/EXPORT INSTRUCTIONS Exhibit
ER	
XPORTING CARRIER (Vessel) AMERICAN ASTRONAUT V/50	PORT OF LOADING BALBOA C.Z.
ORT OF DISCHARGE NEW YORK	FOR TRANSSHIPMENT TO NEW YORK
	ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO. USLU 4303073 SEAL 05986.06062.56806.		
LOT A TABOGA BRAND	104	CARTONS FROZEN SHRIMP SAID TO UNPEELED	5928	

(Clause 20 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

REIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

5928 AT $104./2000#	$	308.26
	$	
BUNKER SCH. $10./2000	$	29.64
	$	
P.C.CO.HDG. $7./400#	$	20.74
	$	
	$	
	$	
TOTAL	$	353.64

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

466182

B/L No. 096-4303

FOR THE MASTER

1 2 7

MO. DAY YEAR

LEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

FORM #OD-5 REV. 2/73

United States Lines, Inc.

40a

SHIPPER / EXPORTER

EMPACADORA NACIONAL S.A.
APARTADO 5328,
PANAMA 5 R.P.

DOCUMENT NO.

EXPORT REFERENCES

FORWARDERS REF. NO. Exhibit J

SHIPPERS REF. NO.

CONSIGNEE (IF "TO ORDER" SO INDICATE)

ORDER OF PAN AMERICAN SEAFOODS INC.

FORWARDING AGENT – FMC. NO.

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY

F. L. KRAEMER AND C O.
53 PARK PLACE
NEW YORK N.Y. 10007

DOMESTIC ROUTING / EXPORT INSTRUCTIONS

PIER

EXPORTING CARRIER (Vessel)

AMERICAN ASTRONAUT V/92

PORT OF LOADING

BALBOA C.Z.

ONWARD INLAND ROUTING

PORT OF DISCHARGE

NEW YORK

FOR TRANSSHIPMENT TO

NEW YORK

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO. USLU 4303073 SEAL 05985 56806		
LOBSTER TAILS XCELLENT BRAND	34	CARTONS FRESH FROZEN LOBSTER TAILS	1496	63

COPY NON-NEGOTIABLE
COLLECT

(Clause 22 of The United States Lines regular long form B/L of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974).

FREIGHT AND CHARGES PAYABLE AT NEW YORK

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

1496# AT $110./2000	$	116.16
BUNKER SCHG. $10./2000	$	7.48
FAC. & O. HDLG. $7./2000	$	5.23
	$	
	$	
	$	
TOTAL	$	127.87

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF, THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.
FOR THE MASTER

466189

B/L No. 096-4310

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. 11 DAY 2 YEAR

FORM 800-9-REV. 2/73

Receipt Executed in Panama by the Shipper, its Trucker and Ocean Carrier, SS "AMERICAN ASTRONAUT", Voyage 52

TERMINALES PANAMA, S. A.

Comprobante de Exportaciones en Contenedores

12/31/ 1975

CONTENEDOR NO: VSL-4303073

EMBARCADOR : Empacadora nacional

CANTIDAD : 807

CONTENIDO : CAMARONES

MARCAS : 773 Taboga 34 Exelebrand

SELLO DEL EMBARCADOR:

SELLO DE TERMINALES PANAMA, S.A.: 56806

SELLO DE CIA. NAVIERA: 06062-05986 cargado #6-

VERIFICADO POR:

Exhibit K

EMBARCADOR

TERMINALES PANAMA, S. A.

Samuel E Taylor

CIA. NAVIERA

Dock Receipts Executed in Panama by the Shipper, its Trucker and Ocean Carrier, SS "AMERICAN ASTRONAUT", Voyage 52 (8)

(PHOTOSTAT)

(See following)

EMPACADORA NACIONAL, S.A. 43a

PLANTA

LOTE A Dic. 31 de 1975

EMBARQUE EN EL AMERICAN ASTROUNAUT - United States Lines

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 104

LIBRAS DE PESO NETO 5,200 lbs.

Marca Taboga

CLASIFICACION:

CLASIFICACION		CANTIDAD
White S-O	U-10	104 cart.
TOTAL		104 cart.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
	Exhibit
GRAN TOTAL	

Ciento cuatro cartones. CARTONES MASTER.

RECIBI CONFORME.

rld.

Samuel E. Taylor

Tarjador de United States Lines.

EMPACADORA NACIONAL S.A. 44a

PLANTA

LOTE C Dic. 31 de 1975

EMBARQUE EN EL AMERICAN ASTRONAUT- United States Lines.

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 153

LIBRAS DE PESO NETO 7,650 lbs.

MARCA Taboga.

DISTRIBUCION:

CLASIFICACION		CANTIDAD
White S-O	U-15	153 cart.
TOTAL		153 cart.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit

SON Ciento cincuenta y tres..... CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines.

Daniel Pauls

PESCADORA NACIONAL S.A.

PANAMA

45a

LOTE D

Dic. 31 de 1975

EMBARQUE EN EL AMERICAN ASTRONAUT- United States Lines.

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 101

LIBRAS EL PESO NETO 5,050 lbs.

MARCA Taboga

CLASIFICACION		CANTIDAD
White S-O	U-7	46 cart.
	16-20	55 cart.
TOTAL		101 cart.
PASA		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit

SON Ciento un cartones..... CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines.

Samuel Taylor

EMPACADORA NACIONAL S.A. 46a

PLANTA

LOTE E Dic. 31 de 1975

EMBARQUE EN EL AMERICAN ASTRONAUT- United States Lines.

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 100

LIBRAS DE PESO NETO 5;000 lbs.

MARCA Tabega

DISTRIBUCION:

CLASIFICACION		CANTIDAD
White S-O	21-25	27 cart.
	26-30	17 cart.
	31-35	13
	41-50	5
Brown S-O	U-10	14
	26-30	8
White P-D	46-60	7
	70-90	9
TOTAL		100 cart.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit

SON Cien cartones. CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines

EMPACADORA NACIONAL S.A. 47a

PLANTA

LOTE F Dic. 31 de 1975

EMBARQUE EN EL AMERICAN ASTRONAUT= United States Lines.

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 111

LIBRAS DE PESO NETO 5,550 lbs.

MARCA Taboga

DISTRIBUCION:

CLASIFICACION		CANTIDAD
Brown S-O	U-15	24 cart.
	16-20	3
	21-25	7
	31-35	3
Pink S-O	16-20	6
	21-25	8
	26-30	12
	31-35	9
	36-40	9
	41-50	9
	51-60	16
	61-70	5
TOTAL		111 cart.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit P

SON Ciento un cartones. CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines

EMPACADORA NACIONAL S.A. 48a

PLANTA

LOTE G Dic. 31 de 1975

EMBARQUE EN EL AMBRICAN ASTRONAUT- United States Lines.

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 104 cartones.

LIBRAS DE PESO NETO 5,200 lbs.

MARCA Taboga

DISTRIBUCION:

CLASIFICACION		CANTIDAD
Tiger S-O	21-25	8 cartones.
	26-30	10
	31-35	10
Fidel S-O	36-40	2
	41-50	18
	51-60	4
Pink P-D	70-90	27
TITI P-D	90-Up	25
TOTAL		104 cart.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit

SON Ciento cuatro cartones. CARTONES MASTER.

RECIBI CONFORME.

Tajador de United States Lines.

EMPACADORA NACIONAL S.A. : 49a

PLANTA

LOTE H Dic. 31 de 1975

EMBARQUE EN EL AMERICAN ASTRONAUT- United States Lines

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 100

LIBRAS DE PESO NETO 5,000

MARCA Taboga

DISTRIBUCION:

CLASIFICACION		CANTIDAD
TITI P-D	90-Up	100 cart.
TOTAL		100 cart.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit

SON Cien cartones..... CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines.

EMPACADORA NACIONAL S.A.

PLANTA

50a

Dic. 31 de 1975

EMBARQUE EN EL AMERICAN ASTRONAUT= United States Lines.

Colas de Langosta

NUMERO DE CARTONES MASTER DE ~~CAMARON~~ CONGELADO 34 cartones de 40 lbs. c/u

LIBRAS DE PESO NETO 1,360 lbs.

MARCA Xcellent Brand.

DISTRIBUCION:

CLASIFICACION		CANTIDAD
Colas de Langosta.	2	1 cart.
	4	3
	5	3
	6	5
	7	4
	8	2
	9	3
	10	2
	11	3
	12	2
	13	2
	14	1
	15	2
	16	1
TOTAL		34 cartones.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit

SON Treinta y cuatro cartones.....CARTONES MASTER.

RECIBI CONFORME.

Tripulador de United States Lines.

Merchants Refrigerating Company Receiving Report Dated January 14, 1976, SS "AMERICAN ASTRONAUT", Voyage 52

(PHOTOSTAT)

(See follcwing)

RECEIVING DEPT.
NO. 00499

MERCHANTS REFRIGERATING COMPANY

99-109 TENTH AVENUE • NEW YORK, N. Y. 10011

LOT NO.

CUSTOMER NUMBER

DATE Jan 14-1976

Please receive from us for storage for account of — — —

Pan American seafood

Per

the following goods which we hereby represent may be lawfully placed in cold storage and for which please issue your formal Warehouse Receipt. No responsibility is assumed by the warehouseman for inability to make delivery of the merchandise because of strikes, lockouts, or union labor opposition to or interference with such delivery.

REC'D. FROZEN ✓ FREEZER ✓ COOLER

LOT NO	PACKAGES QUANTITY	PACKAGES KIND	UNIT SIZE	SAID TO BE OR TO CONTAIN COMMODITY	MARKS	UNIT GR. WT.	UNIT NET WT.	LOC.	FOR OFFICE USE ONLY RATE CODE	ITEM NO.	PAGE NO.
	732	ctn	16/5	Shrimp - Tobaga.			50				
	6	bdl	2/20	Lobster Tails - Excellent			40				
	1	ctn	20	— " — } slack 17 gross							
				Prod of Panama							

U S L. 001-05986

CARRIER Frigid

LICENSE NO.

CAR NO. TRUCK NO. U S L. 001-08125 c

SEALS intact

SIGNATURE [signature]

S/S Amer. Astronaut

BOND NO.

ARRIVAL 11 45

DEPARTURE 4 30

Mack

CHECKER Frank Dishato

CHARGE SORTING

NO. SORTING

52a

Complaint Letter of Plaintiff-Appellant to Defendant-Appellee dated January 16, 1976, SS "AMERICAN ASTRONAUT", Voyage 52

January 16, 1976

Mr. Vernal
Claims Department
U. S. Lines
1 Broadway
New York, N. Y.

Re: AMERICAN ASTRONAUT
Balboa--New York
763 cartons frozen shrimp, 34 ctns lobster tail
Bs/L #s 4303 through 4310, 1/3/76

Dear Mr. Vernal:

This is to advise you that the above said shipment, which was stuffed into Container #USLU4303073, was delivered short to our public warehouse, Merchants Refrigerating Co., 99-109 10th Avenue, New York, N. Y., on January 14, 1976, as per copy of attached receiving report #00499, dated January 14, 1976. We are We are holding your line fully responsible for this loss.

You will note fromathe stripping report that seals Nos USL001-05986 and USL001-08125 were in tact upon delivery and broken by the warehouse staff.

Inasmuch as the value of the missing cargo is very high, we would like you to pay prompt and close attention to our claim which will be filed to you as soon as the exact value of the shortage has been determined. We are informed by the warehouse that when the container came in the first two tiers were missing upon opening the doors. The third and subsequent tiers were stacked neatly indicating that the shortage must have occured shortly prior to the delivery of the container. If the shortage had occured some time prior to that, naturally the boxes would have shifted and the container would have been in a disorderly condition. As we advised you previously, all our shrimp move under a "pier to house" or "pier to pier" Bill of Lading. We also ship only full container loads due to the freight advantage and all the containers are loaded in Panama under the supervision of your agent who issues a corresponding receipt. We have requested our shipper, Empacadora Nacional S.A., Panama City, Panama, to supply us with copies of these receipts and we shall forward these to you as soon as available. If we can be of further assistance in resolving this claim, please call on us and we expect prompt settlement of this claim in view of the large amount of money involved and the fact that such a claim ties up our working capital and therefore damages our business.

Very truly yours,

PAN AMERICAN SEAFOOD, INC.

Exhibit

RDK:eg

R. D. Koenig

Bills of Lading, SS "AMERICAN LYNX", Voyage 56 (9)

(PHOTOSTAT)

(See following)

United States Lines, Inc.

SHIPPER/EXPORTER [illegible] APARTADO 5321, PANAMA R.P.	DOCUMENT NO. 55a EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO.
CONSIGNEE [illegible] AMERICAN SEAFOOD INC. [illegible] FAIRFIELD ROAD FAIRFIELD NEW JERSEY 07006	FORWARDING AGENT – FMC. NO. POINT AND COUNTRY OF ORIGIN
NOTIFY PARTY [illegible] KRAEMER [illegible] CO. [illegible] PARK PLACE [illegible] YORK N.Y. [illegible]	DOMESTIC ROUTING/EXPORT INSTRUCTIONS BEST COPY AVAILABLE
PIER	
EXPORTING CARRIER (Vessel): AMERICAN [illegible] — PORT OF LOADING: BALBOA C.Z.	ONWARD INLAND ROUTING
PORT OF DISCHARGE: [illegible] — FOR TRANSSHIPMENT TO: NEW YORK	

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO. USLU-4307762 SEAL. C01-05905.05906. 49396.		
[illegible] BRAND	[illegible]	CARTON FROZEN SHRIMP SAID TO BE UNSEELED	57[illegible]0	

UNDER REFRIGERATION
TO BE CARRIED IN REFRIGERATED TRAILERS
ON DECK OF THE ABOVE VESSEL
TRAILER No. 4307762

COPY NON-NEGOTIABLE

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

[illegible] $	[illegible]	[illegible]
$		
$		
[illegible] $	[illegible]	[illegible]
$		
[illegible] $	[illegible]	[illegible]
$		
$		
TOTAL $	[illegible]	[illegible]

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

B/L No. 096-400[illegible]

FOR THE MASTER

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. 9 DAY 28 YEAR 75

United States Lines, Inc.

Exhibit 56a

SHIPPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5323 PANAMA R.P.	DOCUMENT NO. EXPORT REFERENCE FORWARDERS REF. NO. SHIPPERS REF. NO.
CONSIGNEE PAN AMERICAN SEAFOOD INC. 123 FAIRFIELD ROAD FAIRFIELD NEW JERSEY 07006	FORWARDING AGENT – FMC. NO. POINT AND COUNTRY OF ORIGIN
NOTIFY PARTY [illegible] L. KRAEMER AND CO. [illegible] PARK PLACE NEW YORK N.Y. [illegible]	DOMESTIC ROUTING/EXPORT INSTRUCTIONS
OTHER	
EXPORTING CARRIER (Vessel): AMERICAN LYNX [illegible] — PORT OF LOADING: BALBOA C.Z.	ONWARD INLAND ROUTING
PORT OF DISCHARGE: NEW YORK — FOR TRANSSHIPMENT TO: NEW YORK	

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
[illegible] BRAND	[illegible]	CONTAINER NO. USLU-4307762 SEAL: 001-05905.05906.49396. CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	5700	

4307762

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

[illegible]	$	[illegible]
	$	
	$	
[illegible]	$	23.50
	$	
[illegible]	$	[illegible]
	$	
	$	
TOTAL	$	[illegible]

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

B/L No. 096-4[illegible]

FOR THE MASTER

[illegible]

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. 9 DAY 26 YEAR 75

SHIPPER / EXPORTER

EMPACADORA PACIFICA S.A.
APARTADO 5328.
PANAMA 5, R.P.

DOCUMENT NO.

EXPORT REFERENCE

Exhibit ---

FORWARDERS REF. NO.

SHIPPERS REF. NO.

CONSIGNEE

PAN AMERICAN SEAFOOD INC.
123 FAIRFIELD ROAD
FAIRFIELD NEW JERSEY 07006

FORWARDING AGENT – FMC. NO.

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY

F. L. KRAEMER AND CO.
59 PARK PLACE
NEW YORK N.Y. 10007

DOMESTIC ROUTING / EXPORT INSTRUCTIONS

CARRIER

EXPORTING CARRIER (Vessel)

AMERICAN LYNX V. [illegible]

PORT OF LOADING

BALBOA C.Z.

PORT OF DISCHARGE

NEW YORK

FOR TRANSSHIPMENT TO

NEW YORK

ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
[illegible] BRAND	10[illegible]	CONTAINER NO. USLU-4307762 SEAL. 001-05905, 05906, 49396. CARGO NS FROZEN SHRIMP SAID TO BE UN PEELED	5700	

4307762

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

[illegible]	$	[illegible]	AS
	$		
	$		
[illegible]	$	[illegible]	EA
	$		
[illegible]	$	19	95
	$		
	$		
TOTAL	$	[illegible]	00

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF, THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

FOR THE MASTER

466

B/L No. 096-4002

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

9 MO. 24 DAY 75 YEAR

United States Lines, Inc.

58a

SHIPPER/EXPORTER

EMPACADORA [illegible] S.A.
APARTADO 5328
PANAMA R. de P.

DOCUMENT NO.

EXPORT REFERENCES

FORWARDERS REF. NO. Exhibit

SHIPPERS REF. NO. —

CONSIGNEE

PAN AMERICAN SEAFOOD INC.
123 FAIRFIELD ROAD
FAIRFIELD NEW JERSEY 07006

FORWARDING AGENT – FMC. NO.

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY

F. L. KRAEMER & CO.
59 PARK PLACE
NEW YORK N.Y. 10007

DOMESTIC ROUTING/EXPORT INSTRUCTIONS

PIER

EXPORTING CARRIER (Vessel)

AMERICAN LYNX V. 5E

PORT OF LOADING

BALBOA C.Z

PORT OF DISCHARGE

NEW YORK

FOR TRANSSHIPMENT TO

NEW YORK

ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
[illegible] BRAND	[illegible]	CONTAINER NO. USLU-4307762 SEAL 001-05905, 05906, 49336 CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	5643	

4307762

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

[illegible]	$	[illegible]
	$	
	$	
[illegible]	$	[illegible]
	$	
[illegible]	$	[illegible]
	$	
	$	
TOTAL	$	[illegible]

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF, THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z

FOR THE MASTER

B/L No. 096-4004

4 of 067

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. 9 DAY 2[illegible] YEA

PPER/EXPORTER

EMPACADORA NACIONAL S.A.
APARTADO 5328
PANAMA R.P.

DOCUMENT NO.

EXPORT REFERENCES

FORWARDERS REF. NO.

SHIPPERS REF. NO.

Exhibit

NSIGNEE

PAN AMERICAN SEAFOOD INC.
123 FAIRFIELD ROAD
FAIRFIELD NEW JERSEY 07006.

FORWARDING AGENT – FMC. NO.

POINT AND COUNTRY OF ORIGIN

TIFY PARTY

F. L. KRAEMER & CO.
59 PARK PLACE
NEW YORK N.Y. 10007.

ER

DOMESTIC ROUTING / EXPORT INSTRUCTIONS

PORTING CARRIER (Vessel)

AMERICAN LYNX V.

PORT OF LOADING

BALBOA C.Z.

RT OF DISCHARGE

NEW YORK

FOR TRANSSHIPMENT TO

NEW YORK

ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO. USLU-4307762 SEAL. 001-05905, 05906, 49396.		
[illegible] BRAND	66	CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	3762	
	9	CARTONS FROZEN SHRIMP SAID TO BE PEELED	471	

4307762

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

REIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

[illegible]	$	220.00
	$	
	$	
[illegible] SCHEDULE [illegible]	$	21.20
	$	
[illegible]	$	14.54
	$	
	$	
TOTAL	$	255.74

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF, THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

FOR THE MASTER

B/L No. 096-4001

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. 9 DAY 28 YEAR 75

United States Lines, Inc.

60a

IPPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5328, PANAMA R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO.
NSIGNEE PAN AMERICAN SEAFOOD INC. 123 FAIRFIELD ROAD FAIRFIELD NEW JERSEY 07006.	FORWARDING AGENT – FMC. NO. Exhibit 6 POINT AND COUNTRY OF ORIGIN
TIFY PARTY F. L. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007.	DOMESTIC ROUTING/EXPORT INSTRUCTIONS
ER	
PORTING CARRIER (Vessel) AMERICAN LYNX VOY.58	PORT OF LOADING BALBOA C.Z.
ORT OF DISCHARGE NEW YORK	FOR TRANSSHIPMENT TO NEW YORK
	ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO.USLU-4307762 SEAL.001-05905.05906.49396.		
LOTS. XCELLENT BRAND	100	CARTONS FROZEN SHRIMP SAID TO BE PEELED	5300	

UNDER REFRIGERATION
TO BE [illegible] TRAILERS
[illegible] ABOVE VESSEL
TRAILER NO. 4307762

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

REIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

300 AT $104./[illegible]	$	275	60
	$		
	$		
UPPER SCHG.$10.[illegible]	$	26	50
	$		
[illegible]	$	18	55
	$		
	$		
TOTAL	$	320	65

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

B/L No. 09F-4000

FOR THE MASTER

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. 9 DAY 28 YEAR 75

United States Lines, Inc.

61a

SHIPPER/EXPORTER EMPACADORA NACIONAL S.A. APARTADO 5328 PANAMA R.P.	DOCUMENT NO. EXPORT REFERENCES FORWARDERS REF. NO. SHIPPERS REF. NO.
CONSIGNEE PAN AMERICAN SEAFOOD INC. 123 FAIRFIELD ROAD FAIRFIELD NEW JERSEY 07006	FORWARDING AGENT – FMC. NO. Exhibit POINT AND COUNTRY OF ORIGIN
NOTIFY PARTY F. L. KRAEMER AND CO. 53 PARK PLACE NEW YORK N.Y. 10007	DOMESTIC ROUTING/EXPORT INSTRUCTIONS
CLIER	
EXPORTING CARRIER (Vessel): AMERICAN LYNX VOY.56 PORT OF LOADING: BALBOA C.Z. PORT OF DISCHARGE: NEW YORK FOR TRANSSHIPMENT TO: NEW YORK	ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO, USLU-4307762 SEAL.001-05905,05906,49396.		
[illegible] EXCELLENT BRAND	100	CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	5700	

4307762

COPY NON-NEGOTIABLE

(Clause 22 Of The United States Lines regular long-form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

REIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

5700 [illegible] $104./2000	$	296.	40
	$		
	$		
UNKEY SCHG.$10./2000	$	28.	50
	$		
[illegible] HOLG.$7.00/2000	$	19.	95
	$		
	$		
TOTAL	$	[illegible]	95

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,

THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

456-[illegible]

B/L No. 096-4637

FOR THE MASTER

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. 9 DAY 28 YEAR 75

United States Lines, Inc.

SHIPPER/EXPORTER

EMPACADORA NACIONAL S.A.
APARTADO 5328
PANAMA R. P.

DOCUMENT NO.

EXPORT REFERENCES

FORWARDERS REF. NO.

SHIPPERS REF. NO.

CONSIGNEE

PAN AMERICAN SEAFOOD INC.
123 FAIR FIELD ROAD
FAIRFIELD NEW JERSEY 07006

FORWARDING AGENT – FMC. NO.

POINT AND COUNTRY OF ORIGIN

NOTIFY PARTY

F. L. KRAEMER AND CO.
53 PARK PLACE
NEW YORK N.Y. 10007

DOMESTIC ROUTING / EXPORT INSTRUCTION

Exhibit 8

ER

EXPORTING CARRIER (Vessel)

AMERICAN LYNX VOY. 56

PORT OF LOADING

BALBOA C.Z.

PORT OF DISCHARGE

NEW YORK

FOR TRANSSHIPMENT TO

NEW YORK

ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT —	MEASUREMENT
		CONTAINER NO. USLU-4307762 SEAL. 001-05905, 05906, 49396		
CELLO BRAND	81	CARTONS FROZEN SHRIMP SAID TO BE UNPEELED	4617	
	67	CARTONS FROZEN SHRIMP SAID TO BE PEELED	3233	

UNDER REFRIGERATION
TO BE CARRIED IN REFRIGERATED TRAILERS
OR DECK OF THE ABOVE VESSEL
TRAILER No. 4307762

COPY NON-NEGOTIABLE

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

FREIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

[illegible]	$	409.21
	$	
	$	
[illegible] SCHEDULE	$	39.27
	$	
[illegible]	$	27.48
	$	
	$	
TOTAL	$	475.96

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF, THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

FOR THE MASTER

463-066

B/L No. 096-4001

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

MO. DAY YEAR

United States Lines, Inc.

PPER/EXPORTER
EMPACADORA NACIONAL S.A.
APARTADO 5328
PANAMA R.P.

DOCUMENT NO.

EXPORT REFERENCES

FORWARDERS REF. NO.

SHIPPERS REF. NO.

NSIGNEE
PAN AMERICAN SEAFOOD INC.
123 FAIRFIELD ROAD
FAIRFIELD NEW JERSEY 07006

FORWARDING AGENT – FMC. NO.

POINT AND COUNTRY OF ORIGIN

TIFY PARTY
F. L. KRAEMER AND CO.
55 PARK PLACE
NEW YORK N.Y. 10007

DOMESTIC ROUTING / EXPORT INSTRUCTIONS

Exhibit 9

ER

PORTING CARRIER (Vessel)
AMERICAN LYNX VOY. 56

PORT OF LOADING
BALBOA C.Z.

ORT OF DISCHARGE
NEW YORK

FOR TRANSSHIPMENT TO
NEW YORK

ONWARD INLAND ROUTING

OUTWARD SHORT FORM BILL OF LADING – PARTICULARS FURNISHED BY SHIPPER – NOT NEGOTIABLE UNLESS CONSIGNED TO ORDER

MARKS AND NUMBERS	NO. OF PKGS.	DESCRIPTION OF PACKAGES AND GOODS	GROSS WEIGHT	MEASUREMENT
		CONTAINER NO. USLU-4307762 SEAL. 001-05905. 05906. 49336.		
[illegible] BRAND	50	CARTONS FROZEN LOBSTER TAIL	2650	

4307762

NON-NEGOTIABLE COPY

(Clause 22 Of The United States Lines regular long form bill of lading effective July 1, 1974 will be subject to the York/Antwerp Rules 1974)

REIGHT AND CHARGES PAYABLE AT

ALL CHARGES EX TACKLE FOR ACCOUNT OF CARGO

[illegible]	$	[illegible]	
	$		
	$		
[illegible]	$	[illegible]	
	$		
[illegible]	$	[illegible]	
	$		
	$		
TOTAL	$	226.58	

RECEIVED the goods or the containers, vans, trailers, palletized units or other packages said to contain goods herein mentioned, in apparent good order and condition, except as otherwise indicated herein, to be transported to the port of discharge named (TERMS OF THIS BILL OF LADING CONTINUED ON REVERSE SIDE HEREOF) IN WITNESS WHEREOF,
THE MASTER OR AGENT OF SAID VESSEL HAS SIGNED 3 BILLS OF LADING, ALL OF THE SAME TENOR AND DATE, ONE OF WHICH BEING ACCOMPLISHED, THE OTHERS TO STAND VOID.

UNITED STATES LINES, INC.

BY PANAMA AGENCIES CO. BALBOA C.Z.

B/L No. 096-4005

FOR THE MASTER

PLEASE REFER TO THIS INVOICE NUMBER WITH ALL REMITTANCES.

9 MO. 6 DAY 75 YEAR

Receipt signed in Panama by the Shipper, its Trucker and Ocean Carrier, SS "AMERICAN LYNX", Voyage 56

TERMINALES PANAMA, S.A.

Comprobante de Exportaciones en Contenedores

25/4/1975

CONTENEDOR Nº: 1-307762

EMBARCADOR : Empacadora Nacional S.A.

CANTIDAD : 800 CMAS - CAMARONES (474) Xcd

CONTENIDO : CAMARONES — " " (342) TAB

MARCAS : Colas de langosta (50) Xcd

SELLO DEL EMBARCADOR: 001-059

SELLO DE TERMINALES PANAMA, S.A.: 47396

SELLO DE CIA. NAVIERA: 001-05906

Exhibit 10

VERIFICADO POR:

EMBARCADOR

TERMINALES PANAMA, S. A.

CIA. NAVIERA

Dock Receipts Executed in Panama on behalf of Defendant-Appellee SS "AMERICAN LYNX", Voyage 56 (9)

(PHOTOSTAT)

(See following)

Cielles: 001-05905 - 44396.
001-05906.

EMPACADORA NACIONAL S.A.
LIANTA

LOTE (A) 25 de septiembre/75

EMBARQUE EN EL AMERICAN LYNX (UNITED STATES LINES).

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 100 cartones

LIBRAS DE PESO NETO 5,000 lbs.

MARCA XCELLENT BRAND.

DISTRIBUCION.

CLASIFICACION		CANTIDAD
White S&O	U-10	100 ctns.
TOTAL		100 ctns.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit 11

SON CIEN CARTONES SOLAMENTE CARTONES MASTER.

RECIBI CONFORME.

Estibador de United States Line

EMPACADORA NACIONAL S.A.

PLANTA

LOTE (C)

setiembre 25, 1975

EMBARQUE EN EL AMERICAN LYNX (United States Line).

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 100 cartones.

LIBRAS DE PESO NETO 5,000 lbs.

MARCA XCELLENT BRAND.

CLASIFICACION:

CLASIFICACION		CANTIDAD
White S-O	U-15	100 ctns.
TOTAL		100 ctns.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit 12

SON CIEN CARTONES SOLAMENTE CARTONES MASTER.

EXCEPTO CONFORME.

Tajador de United States Line

EMPACADORA NACIONAL S.A.

PLANTA

LOTE (D) 25 de septiembre de 1975.

EMBARQUE EN EL AMERICAN LYNX (UNITED STATES LINE).

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 100 ctns.

LIBRAS DE PESO NETO 5,000 lbs.

MARCA EXCELLENT BRAND

DISTRIBUCION:

CLASIFICACION		CANTIDAD
White S-O	U-12	20 ctns.
	U-15	80 ctns.
TOTAL		100 ctns.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit 13

SON CIEN CARTONES SOLAMENTE. CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines.

EXPLOTACION NACIONAL S.A.

PLANTA

LOTE (E) 9/25/75

EMBARQUE EN EL AMERICAN LYNX (United States Lines).

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 99 cartones.

NETO DE PESO NETO 4,950 lbs.

MARCA XCELLENT BRAND.

DISTRIBUCION:

CLASIFICACION		CANTIDAD
White S-O	U-7	47 ctns.
	U-10	33 ctns.
	U-12	19 ctns.
TOTAL		99 ctns.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

SON NOVENTA Y NUEVE CARTONES. CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines.

Exhibit 14

EMPACADORA NACIONAL S.A.

PLANTA

LOTE (F) 9/25/75

EMBARQUE EN EL AMERICAN LYNX (United States Lines).

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 75 ctns.

LIBRAS DE PESO NETO 3,750 lbs.

MARCA XCELLENT BRAND.

DISTRIBUCION:

CLASIFICACION		CANTIDAD
White S-O	16-20	26 ctns.
	21025	6 ctns.
	26-30	9 ctns.
	31-35	7 ctns.
	51-60	18 ctns.
WHITE PND	46-60	9 ctns.
TOTAL		75 ctns.
PALAN		

SON SETENTA Y CINCO CARTONES.

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines.

Exhibit 1

EXPLOTADORA NACIONAL S.A.
PANAMA

LOTE (G) 9/25/75

EMBARQUE EN EL AMERICAN LYNX - (UNITED STATES LINES.)

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 100 ctns.

LIBRAS DE PESO NETO 5,000 lbs.

MARCA TABOGA BRAND.

DISTRIBUCION:

CLASIFICACION		CANTIDAD
TITI PND	90/UP	100 ctns.
TOTAL		
PASAN		100 ctns.

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit 16

SON CIEN CARTONES SOLAMENTE. CARTONES MASTER.

RECIBI CONFORME.

Estibador de United States Lines.

...TA.TA

LOTE (H) 9/25/75

EMBARQUE EN EL AMERICAN LYNX (UNITED STATES LINES).

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 100 ctns.

TIRAS DE PESO NETO 5,000 lbs.

MARCA TABOGA.

DISTRIBUCION:

CLASIFICACION		CANTIDAD
Brown S-O	U-10	7 ctns.
	U-15	14 ctns.
	16-20	9 ctns.
	21-25	7 ctns.
	31-35	6 ctns.
Pink S-O	21-25	14 ctns.
	51-60	25 ctns.
	61-70	12 ctns.
Tiger S-O	26-30	6 ctns.
TOTAL		100 ctns.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit 17

SON CIEN CARTONES SOLAMENTE. CARTONES MASTER.

RECIBI CONFORME.

Tarjador de United States Lines.

EXPACHORA NACIONAL S.A.

PLANTA LOTE (I) 9/25/75

AMERICAN LYNX (UNITED STATES LINES).

EMBARQUE EN EL 142 cartones.

NUMERO DE CARTONES MASTER DE CAMARON CONGELADO 6,300 lbs.

LIBRAS DE PESO NETO TABOGA BRAND.

MARCA

DISTRIBUCION:

CLASIFICACION		CANTIDAD
Pink S-O	16-20	12 ctns.
	26-30	13 ctns.
	31-35	20 ctns.
	36-40	16 ctns.
	41-50	15 ctns.
Tiger S-O	31-35	5 ctns.
Pink PND	70-90	36 ctns.
White IQF	U-15	25 ctns.
TOTAL		142 ctns.

DICEN: CIENTO CUARENTA Y DOS CARTONES.

SON CARTONES MASTER.

CLASIFICACION	CANTIDAD
VARIOS	
GRAN TOTAL	

Exhibit

RECIBI CONFORME.

Tarjador de United States Lines.

EMPACADORA NACIONAL S.A.

PLANTA

9/25/75

EMBARQUE EN EL AMERICAN LYNX 'United States Lines'.

NUMERO DE CARTONES MASTER DE ~~CAMARON~~ colas de langostas CONGELADO 50 cartones.

LIBRAS DE PESO NETO 2,000 lbs.

MARCA Xcellent Brand.

DISTRIBUCION:

CLASIFICACION		CANTIDAD
Colas de langosta	2	2 ctns.
	3	2 "
	4	5 "
	5	8 "
	6	7 "
	7	5 "
	8	4 "
	9	3 "
	10	5 "
	11	2 "
	12	2 "
	13	1 "
	14	2 "
	15	1 "
	16	1 "
TOTAL		50 ctns.
PASAN		

CLASIFICACION	CANTIDAD
VIENEN	
GRAN TOTAL	

Exhibit

SON CINCUENTA CARTONES DE 40 lbs. c/u

CARTONES MASTER:

RECIBI CONFORME.

[signature]

Tarjador de United States Lines.

RECEIVING DEPT.
NO. 06984

MERCHANTS REFRIGERATING COMPANY

99-109 TENTH AVENUE • NEW YORK, N. Y. 10011

LOT NO.

CUSTOMER
ER

DATE Oct 8-1975

Please receive from us for storage for account of — — —

Pan American Seafood Per

the following goods which we hereby represent may be lawfully placed in cold storage and for which please issue your formal Warehouse Receipt. No responsibility is assumed by the warehouseman for inability to make delivery of the merchandise because of strikes, lockouts, or union labor opposition to or interference with such delivery.

REC'D. FROZEN ✓ FREEZER ✓ COOLER

LOT NO.	PACKAGES QUANTITY	PACKAGES KIND	UNIT SIZE	SAID TO BE OR TO CONTAIN COMMODITY	MARKS	UNIT GR. WT.	UNIT NET WT.	LOC.	FOR OFFICE USE ONLY RATE CODE	ITEM NO.	PAGE NO.
	50	Bdl	2/20#	Lobster Tails	Excellent		40				
	25	ctn	6/3#	I & F Shrimp	&		18				
	790	1 ctns	10/5	Shrimp	Tobaga		50				
	865			of which 1 ctn slack Cont 9/5#							
				Prod of Panama		76068/99					

CARRIER Frigid

LICENSE NO.

CAR NO. TRUCK NO.

SEALS intach U.S.L.-001-02974

SIGNATURE Gordon

S/S American Lynx

BOND NO.

ARRIVAL

DEPARTURE

CHECKED

CHARGE SORTING

Merchants Refrigerating Company Receiving Report dated October 8, 1975, SS "AMERICAN LYNX", Voyage 56

75a

Freight Claim October 20, 1975, SS "AMERICAN LYNX" Voyage 56

Pan American Seafood, Inc.

123 FAIRFIELD ROAD • FAIRFIELD, N.J. 07006 • N.J. (201) 227-1515 N.Y. (212) 233-0333

BRANCHES: 3521 WEST BROWARD BLVD. • FT. LAUDERDALE, FLA. 33312 • TEL: (305) 581-5500
418 SOUTH CENTRAL AVENUE • LOS ANGELES, CALIF 90013 • TEL: (213) 626-5331

SOLD TO

United States Lines
1 Broadway
New York, N. Y. 10004

RE: SS AMERICAN LYNX
B/L 4001-4008
Voyage 56
Balboa/N. Y.
Ctr #USLU437762
865 cins shrimp & lobster

INVOICE NO. 10-167
DATE 10/20/75
A/R NO. 09-10
CUSTOMER ORDER NO.
PAS ORDER NO.

IMPORTANT!
THE SALE COVERED BY THIS INVOICE IS STRICTLY SUBJECT TO A
TERMS AND CONDITIONS SET FORTH ON THE REVERSE SIDE HERE

FREIGHT CLAIM

DATE SHIPPED	SHIPPED VIA	PRPD	COLLECT	TRANSFER		TERMS

MKGS	MKS/LOT NO.	FILE	QTY.	UNIT	DESCRIPTION OF PRODUCT	WEIGHT	UNIT PRICE	UNIT	AMOUNT
					1 carton short off pier 1 cartons slack off pier				
PAS		32482	1	10/5	U/15 S/O White Shrimp	50#	$3.45	#	$172.50
PAS		32482	5#		U/15 S/O White Shrimp 1 carton slack 9/5 in	5#	$3.45	#	17.25
									$189.75
					3% Insurance				5.69
									$195.44

Exhibit 21

Affidavit of Marvin Luboff, Esq., sworn to on May 21, 1976

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAN AMERICAN SEAFOOD, INC., Plaintiff,	:	76 CIV. 1776(RLC)
-against-	:	
UNITED STATES LINES, INC., Defendant.	:	AFFIDAVIT

STATE OF NEW YORK)
: ss.
COUNTY OF NEW YORK)

MARVIN LUBOFF, being duly sworn, deposes and says:

1. I am a member of the firm of KANE, KESSLER, PROUJANSKY, PREISS & PERMUTT, P.C., attorneys for plaintiff in the above-entitled action, and make this affidavit in support of plaintiff's Motion for Summary Judgment.

2. The Court's attention is respectfully invited to the accompanying affidavit of RONNIE D. KOENIG, Vice President of plaintiff, which sets forth in detail the relevant chronology of events to support granting of the Motion.

3. The defendant carrier supervised the loading of the containers and certified that what plaintiff claims

to have shipped was in fact loaded into the containers. Defendant then issued clean, on-board bills of lading acknowledging receipt of the goods referred to therein in apparent good order and condition without any indication noted thereon to the contrary. The refrigerated warehouse designated by plaintiff, to which the containers were delivered with seals intact, recorded immediately upon receipt of those containers that they were delivered with seals intact and that the shipments were short. Due notices of the shortages were given to defendant.

4. Accordingly, plaintiff has established a prima facie case for the lost goods and is entitled to shipment unless the defendant in opposing this Motion effectively meets its burden of proving that the loss was not due to its negligence or was occasioned by any reason which may constitute an excuse. It is respectfully submitted that such an excuse is considerably more than the conjectural questions perfunctorily inserted in the answer as affirmative defenses, i.e., the 4th defense which alleges that if it be held that such loss was due to an act of God, etc., not discoverable by due diligence, the defendant is not under any such liability for any such loss.

Affidavit of Marvin Luboff, Esq., sworn to on May 21, 1976

WHEREFORE, it is respectfully requested that the Motion be granted in its entirety.

MARVIN LUBOFF

Sworn to before me, this
21st day of May, 1976.

JEFFREY S. TULLMAN
Notary Public, State of New York
No. 31-4612185
Qualified in New York County
Commission Expires March 30, 1977

Affidavit of JOHN H. VERNELL, sworn to on June 22, 1976

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

PAN AMERICAN SEAFOOD INC., : 76 CIV. 1778 (RLC)

Plaintiff, :

-against- : AFFIDAVIT.

UNITED STATES LINES, INC., :

Defendant. :

----------X

STATE OF NEW YORK)
ss.:
COUNTY OF NEW YORK)

JOHN H. VERNELL, being duly sworn, deposes and says:

I am employed by United States Lines, Inc., defendant herein, as a cargo claims adjuster.

I make this affidavit to set forth facts which are personally known to me and/or which I have acquired in the regular course of my duties as such cargo claims adjuster.

All of the documents, copies of which are attached hereto, have been received and/or prepared by me and/or under my direction in the conduct of my duties and are presently maintain in the files in the Cargo Claims Department of the United States Lines, Inc., under my custody and care. Furthermore, it is the usual business of our department to prepare, receive and maintain such documents.

Affidavit of John H. Vernell, sworn to on June 22, 1976

On or about October 30, 1975, I was assigned to investigate a claim in the sum of $195.44 by Pan American Seafood Inc., for short delivery of one carton of frozen shrimp and slackage in another carton, out of a shipment of 816 cartons of frozen shrimp and 50 cartons of frozen lobster tails, transported aboard the S.S. AMERICAN LYNX, under Bs/L 096-4001 through 096-4009 inclusive, on a voyage from Balboa to New York, in container No. USLU 430-7762.

Following our usual procedure in such cases, I wrote to our Panama Agent as per letter dated December 15, 1975, copy of which is attached hereto and made a part hereof as Exhibit A. I received a reply thereto as per copy of letter dated December 22, 1975, attached hereto as Exhibit B. In this exchange of correspondence, I received a certification as to the contents of container No. USLU 430-7762 and receipts executed by our Panama agent for said contents, copies of which documents are attached to plaintiff's moving papers as Exhibits 10 through 19 inclusive.

Requiring further clarification for the benefit of the claimant; I again wrote to our Panama agent on January 6, 1976, as per copy of letter attached hereto as Exhibit C, to which I received a reply as per copy of letter dated January 15, 1976, attached hereto as Exhibit D.

In making inquiry with regard to this container from our Howland Hook Terminal, Staten Island, where the container was discharged and delivered, I was provided with the Equipment Condition Inspection Report accomplished at the

Affidavit of John H. Vernell, sworn to on June 22, 1976

time of delivery of Container No. USLU 430-7762, to a driver for Frigid Express, who accepted delivery of said container on behalf of Pan American Seafood, Inc., as shown by his signature on the lower right hand corner of Exhibit E hereto attached.

From said Inspection Report I learned that the container was delivered to Pan American Seafood, Inc., on October 8, 1975, with all seals intact as when received in Panama. It was then inspected by U.S. Customs Officials who removed one of the old seals bearing No. 35906, so as to enable one door to be opened for the inspection, and thereafter replaced by a new seal bearing No. 02974, after which the container was removed from our terminal.

On January 14, 1976, I received a telephone call from a Mr. Koenig, of Pan American Seafood, Inc., in which he advised me that there had been a serious shortage in a shipment of frozen shrimp and lobster tails shipped aboard the S.S. ASTRONAUT of the United States Lines, Inc., from Panama Canal Zone to New York, under our Bs/L Nos. 096-4303 to 096-4310 inclusive.

On January 15, 1976, I sought to ascertain more specifically the facts of said shipment from our Panama agent as per telex, copy of which is attached hereto as Exhibit F.

On January 16, 1976, I received a reply to my said telex, as per copy attached hereto as Exhibit G.

On January 19, 1976, I sought further clarification from our Panama agent as there was a discrepancy between one of the seal numbers mentioned in their previous communication from the seal numbers set forth in the bills of lading,

copy of which telex is attached hereto as Exhibit H. By telex on the following day, copy of which is attached hereto as Exhibit I, they advised the discrepancy was due to an error in copying the numbers and they confirmed that all the seal numbers reported by our Panama agent corresponded with those on the bills of lading.

Concurrent with my investigation through our Panama agent, I sought delivery records from our terminal at Howland Hook. I received a gate pass, copy of which is attached hereto as Exhibit J, which shows the steps taken by the Frigid Express driver in taking delivery of Container #USLU 430-3073, in which subject shipment was transported to New York. Said pass shows that Frigid Express, trucker for plaintiff, arrived at our terminal on January 14, 1976, at 8:38 A.M., and checked in with his documents at 9:32 A.M. Said documents would include a delivery order directing United States Lines to deliver to him the subject container. Thereafter, it shows that at 9:54 A.M. he attended at the office of the U.S. Customs officials at the terminal to have his documents examined, from whence he departed at 9:57 A.M., for a customs inspection of the contents of the container from 10:17 A.M. to 10:24 A.M., and thereafter departing from the terminal at 10:34 A.M.

In addition to the gate pass, plaintiff's trucker accomplished an Equipment Condition Inspection Report, No. 11376, as per copy attached hereto as Exhibit K. Said report notes several minor items of damage to the external condition of the container. It shows that the container was wharfed (Whf)

which indicates that Customs officials desired to inspect the contents of the container. Such inspection again necessitated the removal of at least one of the seals so that one of the doors of the container could be opened, said seal being designated on the said Report in the box entitled "old seal" as No. 56806, and immediately upon completion of the inspection a new seal was placed thereon, which is shown as No. 08125.

When a U.S. Customs official asks that a sealed container be presented for their inspection, the opening of the container takes place in the presence of a Customs inspector, a member of the Security Department of the terminal, and the driver of the truck who had picked up the container for Pan American Seafood, Inc.

To summarize the above, my investigation of the alleged loss shows that both shipments were stuffed by the shipper in their respective containers in the presence of a representative of the shipper, the trucker who would remove the container to the vessel, and the ocean carrier, defendant, United States Lines, Inc. (Pl. Exs. D & G). The tally into the containers was certified by each of the three (3) parties who thereupon sealed the containers with three separate seals. (Plaintiff's Exhibit K & 10).

The containers were discharged at New York and delivered on October 8, 1975 and January 14, 1976, respectively, to drivers for Frigid Express, Inc., acting on behalf of plaintiff. Both of said containers were wharfed (WHF) for inspection by the U. S. Customs agents stationed in our

Affidavit of John H. Vernell, sworn to on June 22, 1976

terminal. This required the removal of an "old seal" from each container, being one of the seals placed thereon in Panama; opening the door so that the inspector could examine the contents; and closing said door and placing a "new seal" thereon. Said inspection and resealing of the container was accomplished in the presence of a security guard for our terminal, the inspector and Frigid Express' truck driver. completed the container is driven out of terminal.

These facts established that we delivered each container in the same condition as when received by our agents in Panama, and I thereupon declined liability for the claim.

/s/ John H. Vernell
John H. Vernell

Sworn to before me this
21st day of June, 1976.

/s/ Edward D. Tobin
Notary Public State of N.Y.
No. 24-5592960
Comm. Exp. 3/30/77

December 15, 1975 letter of JOHN H. VERNELL

December 15, 1975
Our Ref: 2063/75

Panama Agencies Co.
Box "H"
Balboa, Canal Zone

Att: Mr. E.S.Thorbourne

SS: AMER. LYNX, Vdy. 56 In
Balboa,C.Z./New York #4002
Arrived N.Y., 10/3/75

Dear Mr.Thorbburne:

We again refer to claim received from Pan American Seafood Co. of New Jersey, in the amount of $195.44, regarding non-delivery being sustained in consignment of 100 cartons containing frozen shrimp, carried in container USLU 430-7762.

As requested via my letter of Nov. 10, 1975, it is again required that we have, from your office, complete receiving, loading and stowage records, and specifically advising as to what seals were affixed to this container when received for loading at Balboa.

We await your earliest reply.

Yours very truly,

J.Vernell
Insurance & Claims Dept.

JV:rt

87a

December 22, 1975 letter of Panama Agencies Company

AIRLETTER
REGULAR MAIL COPY FOLLOWS

PANAMA AGENCIES Co.

At the Crossroads of the World

CRISTOBAL · BALBOA · PANAMA

PLEASE ADDRESS ALL CORRESPONDENCE TO P. O. BOX "H" BALBOA, C. Z

AIRMAIL

December 22, 1975

United States Lines, Inc.
One Broadway
New York, N.Y. 10004

Attn: Mr. J. Vernell
Insurance & Claims

RIF

Gentlemen:

Your Ref: #2063/75
Per AMER. LYNX V/56, 9-27-75
Balboa/New York B/L 4002
Cont. #430-7762 - 866 ctns.

- - - - - - - - - - - - - - - - -

Reference is made to your letter dated December 15, 1975 as wellas previous correspondence on the captioned claim.

The records reflect shipment moved as a House/House movement with three seals as indicated on the bill of lading affixed to container, ie., #49396, 001-05905 and 001-05906.

The 866 cartons were received and loaded complete as is verified by the signed receipts of our representative, attached.

Very truly yours,
PANAMA AGENCIES COMPANY

E.S. Thorbourne

BEST COPY AVAILABLE

est/

enc.

88a

Januar[illegible], 1976 letter of JOHN H. VERNELL

January 6, 1976
Our Ref: 2063/75

Panama Agencies Co.
Box "H"
Balboa, Canal Zone

Att: Mr. E.S.Thorbourne

SS: AMER. LYNX, Voy. 56 In
B/L Balboa/Canal Zone/N.Y. #4002
Arrived N.Y., 10/3/75

Dear Sir:

Further to my letter of Dec. 15, 1975, and your letter of Dec. 22, 1975, we again refer to claim received from Pan American Seafood, of New Jersey, in the amount of $195.44, regarding non-delivery being sustained in shipment of 100 cartons containing frozen shrimp, carried ex container USLU 430-7762.

With reference to your letter of Dec. 22, 1975, we note that you have indicated that, in fact, the consignment was a house to house movement, shipper's load, stowage and count, and as all original seals were found to have been intact on this container at time of U.S.Customs wharf examination at New York, we declined liability in this matter.

Regarding same, we enclose photo copy of Pan American Seafood's reply of Jan. 2, 1976, wherein they indicate that this, in fact, was not a house to house movement, but a pier to house movement, and not loaded by their shippers at Panama .

We would appreciate your review of the enclosed documents and verifying, in writing, that this was a house to house movement, and not a pier to house, and the container was not stuffed by U.S.Lines' representatives and/or agents at Panama.

We shall await your reply.

Yours very truly,

JV:rt

J.Vernell, Insurance & Claims Dept.

January 15, 1976 letter of Panama Agencies Company

AIRLETTER
REG. AIR MAIL COPY FOLLOWS

PANAMA AGENCIES Co.

At the Crossroads of the World

CRISTOBAL · BALBOA · PANAMA

PLEASE ADDRESS ALL CORRESPONDENCE TO P. O. BOX "H" BALBOA C. Z.

AIRMAIL January 15, 1976

United States Lines Inc.
New York, N.Y.

Attn: Mr. J. Vernell
Insurance & Claims Dept.

Gentlemen:

Your Ref: 2063/75
AMER. LYNX V/56In

We wish to refer to your letter of January 6, 1976, with regard to the subject shipment.

As far as we can see from Pan American Seafood's letter they are not completely informed as to how their shipments move out of Panama.

This shipment moved on a House/House basis and as you will observe, is covered by applicable House/House series bill of lading number.

Whenever shippers have a consignment of shrimp ready to move, they notify us and we in turn notify truckers. We then send a representative along with truckers' representative to shippers' warehouse, where along with shippers, a physical tally is made of the shrimp into container. This of course as per request of shippers. Therefore, paragraph #3 of consignees' letter of January 2, 1976, is a misunderstanding on their part. We do not furnish shippers a breakdown on loadings as intimated, but rather our tally, as shippers are present to protect their interest. At the end of loading all three parties compare their records and certify same. Container is then sealed by shippers and padlocked by our representative for on-carriage to piers. This padlock is removed immediately before container goes aboard ship or if more convenient aboard the vessel.

We trust the foregoing will satisfy consignees who are free to corroborate this information with their shippers.

Very truly yours,
PANAMA AGENCIES COMPANY

E.S. Thorbourne

est/

cc. Empacadora Nacional, S.A.
Aptdo. #5323
Panama 5, R.P.

Inspection Report Stamped October 8, 1975

(PHOTOSTAT)

(See following)

HOWLAND HOOK CONTAINER TERMINAL
300 WESTERN AVE.
STATEN ISLAND, NEW YORK 10303

K607 109447

91a

PMENT CONDITION
ECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
CIRCLE THE LETTER IF DAMAGE IS ON THE INSIDE

S SCRAPE | C CUT | B BENT | H HOLE | M MISSING | BR BROKEN | D DENT

E MARK CLEARLY ALL DEFECTS AND EXPLAIN IN DETAIL IN REMARKS
ON. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED

1 LEFT SIDE — FRONT — OSD
2 RIGHT SIDE — FRONT — OSD
3 FRONT — OSD
4 TOP — FRONT
5 FLOOR — FRONT
6 REAR

7. REFFERS
REQ. TEMP
TEMP. SET AT
TEMP. READS
FUEL E ¼ ½ ¾ F

8. GONDOLAS
SIDE RAILS
END RAILS
RATCHETS
CHAIN/BINDERS

9. OPEN TOPS
TARP
CABLE
BOWS

10. TWIST LOCKS
11. FRAME WELDS
12. AIR LINES
13. LANDING LEGS
14. BRACES
15. GEAR BOX/HANDLE
16. WHEEL
17. UNDER CARRIAGE
18. BRAKES
19. FLAPS

21. TIRE CONDITION

R.O. FRONT	US	US	L.O. FRONT
R.I. FRONT			L.I. FRONT
R.O. REAR	FQ		L.O. REAR
R.I. REAR			L.I. REAR

GHTS CLEARANCE ☐ STOP ☐ TAIL ☐ WIRING ☐

AN EQUIPMENT DAMAGE REPORT BEING
BMITTED HEREWITH? CHECK ONE: ☐ YES ☑ NO
YES, STATE REPORT NO.

DATE 10-8-75 TIME 11 40

CARRIER INSPECTOR J. Burke

DAY(S) AT A DAY - $
PENALTY DAY(S) AT A DAY - $
PENALTY DAY(S) AT A DAY - $
COUNT RECORD PER DIEM TOTAL $

DAY(S) AT A DAY - $
DAY(S) AT A DAY - $
DAY(S) AT A DAY - $
ACCOUNT RECORD DEMURRAGE TOTAL $

REMARKS
ICC Bar (B)

HOWLAND HOOK
MARINE TERMINAL CORP.
1975 OCT -8 AM 11:38
3 0 8 8 5 3
0 8 75

LOAD IN OUT ✓ | MT IN OUT

ER NO.	SIZE	TYPE	CHASSIS NO.	CHASSIS LICENSE	GENSET NO.	GATE PASS NO.
W 4307762	40	R	9731813		REEFER	L1

VOYAGE	TYPE MOVE	PORT OF EXIT	B/L - DR NO.	PORT OF DISCHARGE	BOOKING REF
Lynx V 56		Balboa	4001 / 4009		

	REEFER TEMP.	DOC. CARGO WT.	DOC. CARGO CUBE	CONASA RULE NO.	YARD LOCATION
					M77

/CONSIGNEE	LOCATION	BROKER

CARRIER	TRACTOR LIC. NO.	TRIP FROM	TRIP TO
Freged Eip	X 4905	H/Hook	Fairfield NJ.

ROAD	FREIGHT RELEASE	I.T. NO.

L	NEW SEAL
5906	02974

U.S. CUSTOMS REQUIREMENTS
DATE TIME

W W P.

CALE WEIGHT

WEIGHT

U. S. CUSTOMS New York, N. Delivery Authorized
Date Inspector BADGE #3272

16 Shrimp 45832
50 Lobster 2650

Wly -

U. S. CUSTOMS New York OCT 8 1975 INSPECTOR

ECKER Russnak C1806

OUT	LANE	DATE	TIME	SERIAL NO.
✓	C	10/8		02974

LESSEE'S REPRESENTATIVES SIGNATURE (DRIVER, ETC.). THIS CARGO AND EQUIP. DELIVERED / RECEIVED IN GOOD CONDITION, EXCEPT AS NOTED.

X [signature]

RECEIVED: THE ABOVE DESCRIBED EQUIPMENT, SAID TO CONTAIN THE ABOVE DESCRIBED MERCHANDISE FOR SHIPMENT SUBJECT TO THE COMPANY'S USUAL FORM OF BILL OF LADING/TARIFF AND INTERCHANGE CONTRACT, COPIES OF WHICH MAY BE OBTAINED ON APPLICATION TO ANY OFFICE AND/OR AGENCY OF THE COMPANY.

Telex dated January 15th

DOC 985
1/15 100AM

KEISEY NY TORONTO MONTREAL JOHNSON HOLLAND

CONTAINER 4304845 AMER ACE V 51
BL 4001 CONTROL 970259
SHIPPER CANADA PACKERS LTD TORONTO ONTARIO CANADA
CONSIGNEE ORDER OF CANADA PACKERS LTD NOTIFY PARTY
CANADA PACKERS LTD 1/ LONDON BRIDGE LONDON 1 SE 1 ENGLAND
EOMVB

□
OAKUS
.NYCUSUS

COM 657
1/15 1145 AM

SUNHILL NY TO EARLEY OAKLAND

MAIL IS BEING RETURNED ON
TARANTINO LEE RAY
P O B 2405
SOUTH SAN FRANCISCO CA 94080
PLEASE ADVISE CORRECT ADDRESS

EOMVB
□

184

USLINESNY

INS 22
1/15 1150 AM

VERNELL NY TO PANAMA AGENTS ATT MR THORBOURNE

ASTRONAUT V 52 IN BWADINGS BALBOA C Z N Y 4303 TO 4310 FOR FROZEN SHRIMP AND LOBSTER TAILS CARRIED CONT U S L U 4303073 STOP WE HAVE JUST RECEIVED A VERY SERIOUS COMPLAINT FROM THE CONSIGNEE PAN AMERICAN SEAFOODS OF NEWYORK THAT WHEN CONTAINER WAS RECEIVED AND UNLOADED THERE WAS FOUND TO BE 31 CTNS SHRIMP AND 27 CTNS LOBSTER TAILS MISSING WITH A TOTAL VALUE OF DLRS 13.000.00 STOP THEREFORE WE MUST HAVE YOUR RECEIVING LOADING RECORDS AND MUST KNOW BY WHOM THIS CONTAINER WAS STUFFED AND ADVISE IF THIS WAS HOUSE/HOUSE OR PIER HOUSE MOVE ALSO ADVISE THE NUMBER OF THE SEALS AFFIXED TO CONTAINER AS THE CONSIGNEE ADVISES THE FOLLOWING SEALS WERE ON THE CONTAINER U S L U 4303073 WHEN RECEIVED INTO THEIR WAREHOUSE FOR UNLOADING SEAL NUMBER U S L 00108125 AND U S L 00105986 STOP THIS IS A VERY SERIOUS MATTER WE REQUIRE YOUR IMMEDIATE REPLY

VERNELL
EOMVB

F

01/16/76 1002 EST
421075 SEAP UI
1/16/76
FROM PANACO CRISTOBAL
TO USLINES NY

Telex dated January 16th

408

1/16

HEREWITH MESSAGES SENT YOU YESTERDAY AFTER 4PM

FROM PANACO CRISTOBAL
TO USLINES NEW YORK

FOR VERNELL NY
COPY PETERSEN NY
FROM MCCOLL BALBOA

ASTRONAUT 52 SHRIMP USLU 4303075 STUFFED SHIPPERS PLANT TALLIED
BY SHIPPER TRUCKER OURSELVES THIS CASE WE HOLDING TALLY SHEEI
FOR 807 CARTONS AND SIGNED ACCORDINGLY THREE PARTIES INVOLVED
STOP SEALED ON COMPLETION STUFFING AT PLANT WITH 05986 56800 06062
AND PADLOCKED BY US STOP AT DELIVERY SHIPSIDE SEALS RECHECKED
BY US ON SHIP LOADING TALLY PADLOCK REMOVED AND BOX LOADED STOP
FORM OF PLANT TALLY TRUCKER/OURSELVES TOTAL CARTON COUNT SHIPPER
BY PRODUCT GRADING SIZE I.E. 'X' LBS BOXES AS PACKED STOP
BLADING ISSUED HOUSE/PIER MOVEMENT BY 4300 SERIES STOP DO SEALS
LISTED ABOVE CORRESPOND YOUR SHIPSIDE CHECK TIME OF DISCHARGE STOP
TRADITIONALLY 3 PARTY CHECK SYSTEM LOADING PLANT REQUESTED
BY SHIPPER AS SUCH SHORTAGES EXPERIENCED MANY TIMES AND SHIPPER
FAVOURS THOSE LINES EMPLOYING SUCH CHECK OPPOSING
HWVR ° SHIPPERS LOAD AND COUNT WHICH NOT APPEARING ON BLADINGS
STOP AIRMAILING COPIES RELEVANT DOCUMENTS

END

1/16/76
FROM PANACO CRISTOBAL
TO UNITEDSTATES LINES NEWYORK

TO: KLAUBERG-BAETER- MORGAN NEW YORK
FROM BUTLER - BALBOA

REF-COSTA RICA START UP PARTY
IN AN EFFORT TO FAMILARIZE SHIPPERS AND CONSIGNEES IN COSTA RICA TO
USL NEW SERVICE, PANACO COSTA RICA REQUESTS HAVING A SMALL COCKTAIL
PARTY IN SANJOSE, FOR LARGE CONSIGNEES AND SHIPPERS.
THEY ESTIMATE COST AT USD 350.00 TO 400.00 THE QUESTION IS WHO WILL
PAY?

FOR CLIFF MORGAN- DO WE HAVE SLIDES OR MOVIES OF OUR VESSELS ON
VARIOUS TERMINALS. SAN JOSE IS INLAND AND THESE PEOPLE WILL NEVER
HAVE A CHANCE TO SEE OUR SHIPS OR TERMINALS. APPARENTLY THIS WOULD
GO OVER BIG WITH THESE PEOPLE.

END

421075 SEAP UI

G

Telex dated January 19, 1976

UNITED STATES LINES, INC.

x

☐ TELEX ☐ CABLE ☐ TELEGRAM

x

x

Date: 1/19/76

TO: (Office) PANAMA AGENTS PANACO CRISTOBAL (Individual) ATT: McCOLL BALBOA

FROM: JOHN VERNELL/CARGO CLAIMS SECTION/INSURANCE & CLAIMS DEPT.

INJ:

RE.YOUR MSGE 421075 SEAP UI JAN.16,1976

ASTRONAUT VOY-52-IN FOR SHRIMP AND LOBSTER COVERED BY BLADINGS

BALBOA -C.Z/N.Y. 4303-4310 CONTAINER USLU 430-3073 STOP YOU HAVE

ADVISED THIS WAS A HOUSE/HOUSE MOVE LOADED AND PACKED BY SHIPPERS

STOP WE AGAIN REQUEST THAT YOU CONFIRM THE FOLLOWING SEALS WERE

AFFIXED TO CONTAINER WHEN RECEIVED FOR LOADING 05986-06062-56806 AS

YOU DID ADVISE THAT SEAL 56800 AFFIXED PER YOUR TELEX UPON RECEIPT

OF YOUR REPLY WE BELIEVE WE WILL BE IN POSITION TO DISPUTE ALL LIABILITY

JOHN VERNELL

Telex dated January 20, 1976

01/20/76 1034 EST
421075 SEAP UI
QXWPQUY
FROM PANACO CRISTOBAL
TO UNITEDSTATES LINES NEWYORK

TO: A LISANTI
FROM: ACHAMBERS - BALBOA

KINDLY ADVISE IF TRANSFER FROM CR-2 CAN BE USED IN PLACE OF TRANSFER FORM CR-2 8109910M FOR SETTING UP OUR ACCOUNTS AS PER OUR INVOICES STOP IF NOT SEND SUPPLY OF FORM CR-2 8109910M AS WE ONLY HAVE CR-2

END

1/20/76
TO UNITEDSTATES LINES NEWYORK

TO ~~VESSEL~~ NEWYORK
FROM MCCOLL - BALBOA

ASTRONAUT 52 SHRIMP/LOBSTER CONTAINER 4303073 SFMG FOLLOWING SEALS FIXED TERMINALES PANAMA S.A. (TRUCKERS) 58806 USLU 06052 05986 GUIDANCE 56800 SHOULD READ 56805 ERROR THROUGH MISREADING HANDWRITING STOP ALL SEALS VERIFIED BY SHIPPER TRUCKER OURSELVES AT TIME OF STUFFING AT PLANT ALSO VERIFYING CONTENTS 807 CTNS WHICH CONFORM TO TOTAL BLADING

END

I

Gate Pass

TIME OUT CUSTOMS

HOWLAND HOOK MARINE TERMINAL CORP. 1976 JAN 14 AM 9:57

TIME IN CUSTOMS

HOWLAND HOOK MARINE TERMINAL CORP. 1976 JAN 14 AM 9:54

DOCUMENT TIME

HOWLAND HOOK MARINE TERMINAL CORP. 1976 JAN 14 AM 9:32

TIME IN

HOWLAND HOOK MARINE TERMINAL CORP. 1976 JAN 14 AM 8:38

INSPECTION TIME

HOWLAND HOOK MARINE TERMINAL CORP. 1976 JAN 14 AM 10:21

EXIT TIME

MARINE TERMINAL CORP. 1976 JAN 14 AM 10:34

FCL GATE PASS

TERMINAL SPEED 10 MPH

HOWLAND HOOK MARINE TERMINAL CORP., S.I., N.Y.

REGISCOPE: 112377

Pass No.: CS020

IN: Fuzzid Exp

OUT: KKC31M

Carrier

Lic. No.

CONTAINER NUMBER

IN	20'	MT	BK
	40'	LD	

Interchange scale lane: S- 1/14/76

CONTAINER NUMBER

OUT	20'	MT	
	40'	LD	4303073

Interchange scale lane: Tm 1/14

Use back of gate pass for all Container Deliveries

Inspection Report dated January 14, 1976

(PHOTOSTAT)

(See following)

CO

HOWLAND HOOK CONTAINER TERMINAL
300 WESTERN AVE.
STATEN ISLAND, NEW YORK 10303

11376

UIPMENT CONDITION
PECTION REPORT

USE THESE CODES ON DIAGRAMS TO SHOW CONDITION
CIRCLE THE LETTER IF DAMAGE IS ON THE INSIDE

S SCRAPE | C CUT | B BENT | H HOLE | M MISSING | BR BROKEN | D DENT

SE MARK CLEARLY ALL DEFECTS AND EXPLAIN IN DETAIL IN REMARKS
ION. ICC REGULATIONS REQUIRE THAT EACH PART LISTED BE INSPECTED

1 LEFT SIDE — FRONT
2 RIGHT SIDE — FRONT
3 FRONT — OK
4 TOP — FRONT
5 FLOOR — FRONT
6 REAR — OK

7. REFEERS
REQ. TEMP
TEMP. SET AT
TEMP. READS
FUEL E F

8. GONDOLAS
SIDE RAILS
END RAILS
RATCHETS
CHAIN/BINDERS

9. OPEN TOPS
TARP
CABLE
BOWS

10. TWIST LOCKS
11. FRAME WELDS
12. AIR LINES
13. LANDING LEGS
14. BRACES
15. GEAR BOX/HANDLE
16. WHEEL
17. UNDER CARRIAGE
18. BRAKES
19. FLAPS

21. TIRE CONDITION

R.O. FRONT	US	US	L.O. FRONT
R.I. FRONT	US	US	L.I. FRONT
R.O. REAR	US	US	L.O. REAR
R.I. REAR	US	US	L.I. REAR

GHTS CLEARANCE ☐ STOP ☐ TAIL ☐ WIRING ☐

AN EQUIPMENT DAMAGE REPORT BEING
UBMITTED HEREWITH? CHECK ONE: ☐ YES ☑ NO
YES, STATE REPORT NO.

DATE | TIME

CARRIER INSPECTOR: Jim Paladino

DAY(S) AT A DAY - $
PENALTY DAY(S) AT A DAY - $
PENALTY DAY(S) AT A DAY - $
CCOUNT RECORD PER DIEM TOTAL $

DAY(S) AT A DAY - $
DAY(S) AT A DAY - $
DAY(S) AT A DAY - $
ACCOUNT RECORD DEMURRAGE TOTAL $

REMARKS
98a
NO GENSET BARS
ICC BUMPER [B]
L/S Bumper Rubber [M]
R/S MIDDLE
Light outrigger [B]

LOAD IN OUT | MO IN OUT

NER NO.	SIZE	TYPE	CHASSIS NO.	CHASSIS LICENSE	GENSET NO.	GATE PASS NO.
LU 4303073	40	RF	USLU 9456239		NONE	S020

VOYAGE	TYPE MOVE	PORT OF EXIT	B/L - DR NO.	PORT OF DISCHARGE	BOOKING REF NO.
ASTRONAUT 096 052	HH	HOWLAND HK 010	0000	HOWLAND HK 010	

REEFER TEMP.	DOC. CARGO WT.	DOC. CARGO CUBE	CONASA RULE NO.	YARD LOCATION
	00000	0000		GROUND

/CONSIGNEE | LOCATION | BROKER

K75

CARRIER FRIGID
FRIGID EXPRESS, INC.
JERSEY CITY, N.Y. 07302

TRACTOR LIC. NO.	TRIP FROM	TRIP TO
XKC31M		NJ

ROAD | FREIGHT RELEASE YES | I.T. NO.

	NEW SEAL	U.S. CUSTOMS REQUIREMENTS DATE	TIME
806	08125		

671/678

CALE WEIGHT

WEIGHT

WHF

U.S. CUSTOMS New York JAN 14 1976 INSPECTOR

U.S. CUSTOMS New York, N.Y. Delivery Authorized

CKER: [signature] 112377

OUT	LANE	DATE	TIME	SERIAL NO.
	A	11/4		8125

LESSEE'S REPRESENTATIVES SIGNATURE (DRIVER, ETC.). THIS CARGO AND EQUIP. DELIVERED / RECEIVED IN GOOD CONDITION EXCEPT AS NOTED.

X [signature]

RECEIVED: THE ABOVE DESCRIBED EQUIPMENT, SAID TO CONTAIN THE ABOVE DESCRIBED MERCHANDISE FOR SHIPMENT
SUBJECT TO THE COMPANY'S USUAL FORM OF BILL OF LADING/TARIFF

Defendant-Appellee's Statement pursuant to Rule 9(g)

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

----------X

PAN AMERICAN SEAFOOD INC., :

Plaintiff :

-against- : 76 CIV. 1778 (R.L.C.)

UNITED STATES LINES, INC., :

Defendant. :

----------X

DEFENDANT'S STATEMENT OF MATERIAL FACTS PURSUANT TO RULE 9(g).

Defendant contends that there is no genuine issue to be tried with respect to the following material facts:

1. That 816 cartons said to contain frozen shrimp and 50 cartons said to contain frozen lobster tails were stowed into container USLU 430-7762 by the shipper in Panama, a fact which was observed and certified to by a representative of defendant, a trucker and the shipper. (Exhibit 10 of Plaintiff's moving papers).

2. That each of the parties certifying to the stowing of the said container placed a seal thereon, as reflected in said Exhibit 10 and thereafter in the bills of lading issued by the defendant. (Exhibits 3 to 9 inclusive of Plaintiff's moving papers).

Defendant-Appellee's Statement pursuant to Rule 9(g)

3. That delivery of container USLU 430-7762 to consignee's trucker, Frigid Express Company, was effected at Defendant's terminal on October 8, 1975. (Exhibit E attached to affidavit in opposition of John H. Vernell.)

4. That at the time of said delivery the seals placed thereon in Panama were still intact upon said container.

5. That 773 cartons said to contain frozen shrimp and 34 cartons said to contain frozen lobster tails were stowed into container USLU 430-3073 by the shipper in Panama, a fact which was observed and certified to by a representative of Defendant, a trucker and the shipper. (Exhibit K of Plaintiff's moving papers).

6. That each of the parties certifying to the stowing of the said container placed a seal thereon, as reflected in said Exhibit K and thereafter in the bills of lading issued by the Defendant. (Exhibits C to J inclusive of Plaintiff's moving papers).

7. That delivery of container USLU 430-3073 to consignee's trucker, Frigid Express Company, was effected at Defendant's terminal on January 14, 1976 (Exhibit K attached to affidavit in opposition of John H. Vernell).

8, That at the time of said delivery the seals placed thereon in Panama were still intact upon said container.

Defendant-Appellee's Statement pursuant to Rule 9(g)

9. All other facts alleged by Plaintiff not to be at issue are hereby denied.

Dated, New York, New York,
October 13, 1976

KIRLIN, CAMPBELL & KEATING,
Attorneys for Defendant,
WALTER P. HICKEY

By _____
A Member of the Firm
Office & P.O. Address
120 Broadway
New York, New York, 10005

TO:

KANE, KESSLER, PROUJANSKY,
PREISS & PERMUTT, P.C.,
Attorneys for Plaintiff,
680 Fifth Avenue,
New York, New York, 10019.

Memorandum Order of Judge VINCENT L. BRODERICK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAN AMERICAN SEAFOOD, INC., Plaintiff,	:	76 Civ. 1778 (VLB)
-against-	:	MEMORANDUM ORDER
UNITED STATES LINES, INC., Defendant.	:	

VINCENT L. BRODERICK, D.J.

Plaintiff shipped goods by defendant carrier from Panama to New York. The goods had been packed in cartons by the plaintiff: the cartons were then loaded into a container, which was sealed in Panama by representatives of both plaintiff and defendant. The complaint alleges that fewer goods were received at plaintiff's New York warehouse than were shipped by it from Panama. Plaintiff seeks the value of the missing goods, claiming a) that defendant was negligent, and alternatively b) that defendant is liable to it for the value of the lost goods pursuant to the Carriage of Goods by Sea Act (COGSA), 46 U.S.C. §1300, et seq.

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Memorandum Order of Judge VINCENT L. BRODERICK

Plaintiff has moved for summary judgment, and defendant has cross-claimed for summary judgment. The motion and cross-claim also encompass a second shipment alleged in the complaint with respect to which substantially the same facts obtained.

There is no genuine issue of material fact with respect to either shipment. With respect to each, cartons of frozen seafood were counted by representatives of plaintiff and defendant and placed into a container in Panama, and the container was sealed. The container was shipped to New York, where it arrived with the seals intact. At dockside the container was loaded upon a truck of the plaintiff and brought to Customs for inspection. The Customs inspector in the presence of representatives of both plaintiff and defendant broke one seal on the container, examined the contents, and resealed the container. Plaintiff's trucker then transported the container to plaintiff's warehouse.

There is no evidence that the seals were tampered with, and plaintiff concedes that the seals were intact when the container arrived at its warehouse. There, according to the plaintiff, the shortage was discovered.

Memorandum Order of Judge VINCENT L. BRODERICK

Defendant carrier delivered, with respect to each of the two shipments, precisely what it received, which was a sealed container. There was thus no negligence by the defendant, and no loss of goods established by plaintiff.

Defendant's cross-claim for summary judgment is granted, and plaintiff's motion for summary judgment is denied.

SO ORDERED.

Dated: January 26, 1977

U.S.D.J.

BEST COPY AVAILABLE

(Broderick)

Judgment

DISTRICT COURT
FILED
JAN 28 1977
S.D. OF N.Y.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

PAN AMERICAN SEAFOOD, INC.

Plaintiff

-against-

UNITED STATES LINES, INC.

Defendant

76 Civil 1778 (VLB)

JUDGMENT

Plaintiff having moved the Court for summary judgment, and defendant having cross-moved for summary judgment, pursuant to Rule 56, of the Federal Rules of Civil Procedure, and the said motions having come on to be heard before the Honorable Vincent L. Broderick, United States District Judge, and the Court thereafter on January 27, 1977, having handed down its memorandum decision denying plaintiff's motion, and granting defendant's cross-motion, it is,

ORDERED, ADJUDGED and DECREED: That defendant UNITED STATES LINES, INC., have judgment against plaintiff PAN AMERICAN SEAFOOD, INC. dismissing the complaint.

Dated: New York, N.Y.
January 28, 1977

Clerk

Notice of Appeal

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
- x

PAN AMERICAN SEAFOOD, INC.,

Plaintiff,

76 Civil 1778 (VLB)

-against-

UNITED STATES LINES, INC.,

NOTICE OF APPEAL

Defendant.

- x

Notice is hereby given that PAN AMERICAN SEAFOOD, INC., plaintiff above-named, hereby appeals to the United States Court of Appeals for the Second Circuit from the final Judgment entered in this action on the 28th day of January, 1977, and from each and every part of that Judgment.

February 24, 1977.

KANE, KESSLER, PROUJANSKY,
PREISS & PERMUTT, P.C.

By: /s/ MARVIN LUBOFF
A Member of the Firm

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Notice of Appeal

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APR 22 1977

KIRLIN, CAMPBELL & KEATING